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No. 31] NEW DELHI, AUGUST 23—AUGUST 29, 2020, SATURDAY/BHADRA 1—BHADRA 7, 1942

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

पर्यटन मंत्रालय

नई दिल्ली, 26 अगस्त, 2020

का.आ. 718.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पर्यटन मंत्रालय में भारत सरकार की अधिसूचना, भारत के राजपत्र दिनांक 22 अक्तूबर, 2011 में प्रकाशित दिनांक 11 अक्तूबर, 2011 का.आ. संख्या 2950; भारत के राजपत्र दिनांक 5 दिसंबर, 2009 में प्रकाशित दिनांक 24 नवंबर, 2009 का.आ. संख्या 3259; भारत के राजपत्र दिनांक 17 जनवरी, 2009 में प्रकाशित दिनांक 2 जनवरी, 2009 का.आ. संख्या 87 का अधिक्रमण करते हुए और ऐसे अधिक्रमण से पूर्व, किए गए अथवा किए जाने वाले कार्यों से चूकने से संबंधित को छोड़कर, भारत सरकार एतद्वारा नीचे दी गई तालिका के कॉलम (1) में उल्लिखित अधिकारी को इस अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी होने के लिए सरकार के राजपत्रित अधिकारी के पद के समतुल्य होने के कारण अधिकारी नियुक्त करती है और उक्त तालिका के कॉलम (2) में तदनुरूपी प्रविष्टि में यथा निर्दिष्ट, सरकारी स्थानों की स्थानीय सीमाओं को भी

परिभाषित करती है, जिसके संबंध में उक्त सम्पदा अधिकारी, सम्पदा अधिकारी द्वारा अथवा उक्त अधिनियम के अंतर्गत प्रदत्त शक्तियों का प्रयोग करेगा, और अधिरोपित कर्तव्यों का निष्पादन करेगा।

तालिका

अधिकारी का पदनाम (1)	सरकारी स्थान की श्रेणियां और अधिकार क्षेत्र की स्थानीय सीमाएं। (2)
उपाध्यक्ष, मैसर्स भारत पर्यटन विकास निगम लिमिटेड, मुख्यालय, स्कोप कॉम्प्लेक्स, कोर 8, 7 लोदी रोड, नई दिल्ली – 110003	दिल्ली, मध्य प्रदेश, उत्तर प्रदेश, ओडिशा और केंद्र शासित प्रदेश जम्मू एवं कश्मीर में स्थित मैसर्स भारत पर्यटन विकास निगम लिमिटेड की अथवा उसके द्वारा पट्टे पर लिए गए सभी स्थान या परिसंपत्तियां।

[फा. सं. ई.ओ.एन.पी.एस.यू.—6/15/2018]

रुपिंदर बरार, अपर महानिदेशक (पर्यटन)

MINISTRY OF TOURISM

New Delhi, the 26th August, 2020

S.O. 718.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorized occupants) Act, 1971 (40 of 1971) and in supersession of the Notification of the Government of India in the Ministry of Tourism, S.O. No. 2950 dated 11th October, 2011 published in the Gazette of India dated 22nd October, 2011; S.O. No. 3259 dated 24th November, 2009 published in the Gazette of India dated 5th December, 2009 and S.O. No. 87 dated 2nd January, 2009 published in the Gazette of India dated 17th January, 2009 except as respects things done or omitted to be done before such supersession, the Government of India hereby appoints the officer mentioned in the column (1) of the table below, being the officer equivalent to the rank of gazetted officer of the Government to be the Estate Officer for the purposes of this Act and also defines the local limits of public premises, as specified in the corresponding entry in column (2) of the said table, in respect of which the said estate officer shall exercise the powers conferred, and perform duties imposed, on the Estate Officer by or under the said Act.

TABLE

Designation of the Officer (1)	Categories of public premises and local limits of the jurisdiction. (2)
Vice President, M/s India Tourism Development Corporation Limited, Head Quarter, Scope Complex, Core 8, 7 Lodi Road, New Delhi - 110003.	All premises or properties belonging to or taken on lease by M/s. India Tourism Development Corporation Limited situated in Delhi, Madhya Pradesh, Uttar Pradesh, Odisha and Union Territory of Jammu and Kashmir.

[F. No. EON. PSU-6/15/2018]

RUPINDER BRAR, Addl. Director General (Tourism)

कोयला मंत्रालय

नई दिल्ली, 27 अगस्त, 2020

का.आ. 719.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 59, तारीख 15 जनवरी, 2020 द्वारा जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 18 जनवरी, 2020 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में यथा विनिर्दिष्ट परिक्षेत्र में 974.98 हेक्टेयर (लगभग) या 2409.17 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है, कि इसे संलग्न अनुसूची में यथा वर्णित 974.98 हेक्टेयर (लगभग) या 2409.17 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि, अनुसूची में वर्णित 974.98 हेक्टेयर (लगभग) या 2409.17 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या सी-1(ई) III/जेजेएमआर/0620/ 959, तारीख 16 जून, 2020 का निरीक्षण कलक्टर, जिला चंद्रपुर, महाराष्ट्र के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 के कार्यालय में या विभागाध्यक्ष/मुख्य प्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल एस्टेट, सिविल लाइन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में किया जा सकेगा।

अनुसूची

सम्मामेलित एकोणा I और II विवृत्त खान

माजरी क्षेत्र

जिला चंद्रपुर (महाराष्ट्र)

(रेखांक संख्या सी- I (ई) III/जेजेएमआर/0620/959, तारीख 16 जून, 2020)

भाग - I**सभी अधिकार :**

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल (हेक्टेयर में)	टिप्पणियां
					निजी	सरकारी	वन		
1	एकोणा	11	वरोरा	चंद्रपुर	37.08	0.50	-	37.58	भाग
2	मार्डी	11	वरोरा	चंद्रपुर	172.63	7.80	-	180.43	भाग

3	वनोजा	11	वरोरा	चंद्रपुर	319.93	18.85	-	338.78	भाग
4	चरुर खटी	10	वरोरा	चंद्रपुर	56.03	3.02	-	59.05	भाग
5	नायदेव	10	वरोरा	चंद्रपुर	68.93	1.19	-	70.12	भाग
6	नगाला रिठ	10	वरोरा	चंद्रपुर	76.89	3.86	0.62	81.37	भाग
कुल :					731.49	35.22	0.62	767.33	

भाग - II**सभी अधिकार :**

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल (हेक्टेयर में)	टिप्पणियां
					निजी	सरकारी	वन		
1	एकोणा	11	वरोरा	चंद्रपुर	53.55	3.58	-	57.13	भाग
2	मार्डी	11	वरोरा	चंद्रपुर	145.12	5.40	-	150.52	भाग
कुल :					198.67	8.98	0.00	207.65	

कुल योग : (भाग-I और भाग II) : 767.33 +207.65= 974.98 हेक्टेयर (लगभग)

या 2409.17 एकड़ (लगभग)

भाग - I**(1) ग्राम एकोणा में अर्जित किए गए प्लाट संख्यांक :**

82/1- 82/2- 82/3, 85, 86, 93/1/क- 93/1/ख, 93/2, 94, 95, 96, 117, 118, 119, 120/1/क -120/1/ख, 120/2, 121/1-121/2, 122/1, 122/2, 123, 124, 125, 126, 127, 128, 134, 135/1-135/2-135/3, सड़क।

(2) ग्राम वनोजा में अर्जित किए गए प्लाट संख्यांक :

32/1- 32/2, 34/1/क- 34/1/ख- 34/2/क- 34/2/ख- 34/2/ग, 35/1-35/2-35/3, 36, 37, 38, 39, 43/1- 43/2, 44, 45/1- 45/2/क- 45/2/ख, 46/1- 46/2, 47/1- 47/2/क- 47/2/ख- 47/2/ग/1- 47/2/ग/2, 48/1- 48/2, 49/1/क- 49/1/ख- 49/2, 50, 51/1- 51/2, 52/1- 52/2/क- 52/2/ख- 52/2/ग- 52/2/घ, 53/1- 53/2- 53/3, 54, 55/1- 55/2/क/1- 55/2/क/2क- 55/2/क/2ख- 55/2/ख- 55/2/ग- 55/2/घ- 55/3, 56/1- 56/2, 57, 58/1/क- 58/1/ख- 58/1/क- 58/2, 59/1- 59/2, 60/1- 60/2, 61/1- 61/2- 61/3, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73/1- 73/2, 74, 75, 76, 77, 78, 79/1- 79/2- 79/3/क- 79/3/ख, 80/1- 80/2, 81/1- 81/2, 82/1- 82/2, 83, 84/1/क/1- 84/1/क/2- 84/1/ख- 84/1/क- 84/2, 85/1/क- 85/1/ख, 97, 98, 99, 100, 101/1- 101/2, 102, 103, 104/1- 104/2- 104/3, 105/1- 105/2, 106, 107, 108, 109, 110/1- 110/2, 111/1- 111/2, 112, 113, 114/1- 114/2, 115/1- 115/2, 116/1- 116/2- 116/3, 117/1- 117/2, 118, 119, 120, 121, 122, 123/1/क- 123/1/ख- 123/2, 124, 125, 127, 128/1- 128/2, 129, 130/1- 130/2, 131, 132, 133, 135, 136/1- 136/2- 136/3, 137, 138/1- 138/2, 139/1-

139/2, 140/1- 140/2, 141/1/क- 141/1/ख- 141/1/ग- 141/2, 142, 143, 144/1- 144/2, 145, 146/1- 146/2, 147, 148, 149/1- 149/2- 149/3, 150, 151, 157/1- 157/2, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2- 169/3, 170, 171/1- 171/2, 172/1- 172/2, 173, 174, 175, 176/1/क- 176/1/ख- 176/2, 177/1- 177/2, 178/1/क- 178/1/ख- 178/2/क- 178/2/ख- 178/3, 179, 180/1- 180/2, 181, 182, 183, 184/1- 184/2- 184/3, 185, 186, 187/1- 187/2, 188/1- 188/2- 188/3, 189/1- 189/2- 189/3, 190, 191, 192, 193/1/क- 193/1/ख- 193/1/ग- 193/2- 193/3, 194, 195, 196, 197, 198/1- 198/2, 199, 200, 201, 202, 203, 204, 205, 206/1- 206/3, 207/1/क- 207/1/ख- 207/2- 207/3, 208, 209, 210, 211, 212/1- 212/2, 213, 214, 224/1- 224/2- 224/3- 224/4, 225/1- 225/3, 226, 227/1- 227/3, 228/1/क- 228/1/ग- 228/2/क- 228/2/ग, 230/1- 230/2, 461, 462/1- 462/2, 463, 464, 465, 466, 467, 468, 470, सड़क, नाला ।

(3) ग्राम चरूर खटी में अर्जित किए गए प्लॉट संख्यांक :

412, 413, 414, 415, 416, 417, 418/1- 418/2- 418/3, 419/1- 419/2, 420/1- 420/2, 451/1- 451/2/क- 451/2/ख, 452, 453, 454/1- 454/2, 455, 456, 457, 458, 459/1- 459/2, 460, 461/1- 461/2, 462/1- 462/2, 463, 465/1- 465/2/1- 465/2/2- 465/2/3, 493, 494, 516, सड़क, नाला ।

(4) ग्राम माढी में अर्जित किए गए प्लॉट संख्यांक :

116, 117, 118/1- 118/2, 119, 120, 121, 122, 123, 124, 126/1- 126/2, 127, 128, 129/1/क- 129/1/ख- 129/2/ख, 130/1- 130/2, 131, 133/1- 133/2, 134/1- 134/2, 135/1- 135/2, 136/1- 136/2, 149/1- 149/2/क- 149/2/ख, 150, 151/1- 151/2, 152, 153, 154, 155/1- 155/2/क- 155/2/ख, 156, 157, 158, 159, 160, 161/1- 161/2, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171/1- 171/2, 172, 173/1- 173/2- 173/3, 174/1- 174/2, 175/1- 175/2- 175/3/क- 175/3/ख, 176, 177, 178, 179/1- 179/2, 180/1- 180/2, 181/1- 181/2- 181/3- 181/4, 182/1- 182/2, 183, 184/1- 184/2, 185/1- 185/2, 186/1- 186/2, 187/1- 187/2, 188/1- 188/2, 189, 190, 191, 192, 193/1- 193/2, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205/1/क- 205/1/ख- 205/2/क- 205/2/ख, 206/1/क- 206/1/ख- 206/2, 207, 208, 209, 210, 211, 212/1- 212/2, 213/1- 213/2, 214, 215, 216/1- 216/2- 216/3- 216/4, 217/1- 217/2, 218/1- 218/2, 219, 224, 247, 251, 252, 253, 254, 255/1- 255/2- 255/3, 256/1- 256/2, 257, 258/1- 258/2, 259, 260/1- 260/2, 261, 262, 263, 266, 304, 305/1- 305/2, 306/1/क- 306/1/ख- 306/2, 307, 308/1- 308/2- 308/3, 309, 310, 313/1- 313/2, 314, सड़क ।

(5) ग्राम नायदेव में अर्जित किए गए प्लॉट संख्यांक :

9, 10, 11/1- 11/2, 12/1- 12/2- 12/3, 13/1- 13/2, 14, 15, 16, 17, 18/1/क- 18/1/ख- 18/2/क- 18/2/ख- 18/3- 18/4/क- 18/4/ख, 19, 20/1- 20/2, 21/1- 21/2, 22, 23, 24, 25, 26, 27, 28, 29/1- 29/2- 29/3- 29/4, 30, 31/1/क- 31/1/ख- 31/2, 32/1- 32/2, 33, 34, 35, 36/1- 36/2- 36/3, 37, 38/1/क- 38/1/ख- 38/2/क- 38/2/ख, 39, 40/1- 40/2, 41/1- 41/2, 42/1- 42/2, 43/1- 43/2, 44/1- 44/2- 44/3, 45/1/क- 45/1/ख- 45/1/ग- 45/2/क- 45/2/ख- 45/2/ग- 45/3/क- 45/3/ख- 45/3/ग, 46/2/क- 46/2/ख ।

(6) ग्राम नगाला रिठ में अर्जित किए गए प्लाट संख्यांक :

1, 2/1- 2/2, 3/1/क- 3/1/ख- 3/1/ग- 3/2/क/1- 3/2/क/2- 3/2/ख- 3/2/ग, 4, 5/1- 5/2, 6/1- 6/2- 6/3, 7/1- 7/2, 8, 9, 10/क/1- 10/क/2- 10/ख/1- 10/ख/2, 11/1/क- 11/1/ख/1- 11/1/ख/2- 11/2/क- 11/2/ख, 12, 13/1/क- 13/1/ख- 13/2- 13/3, 14/1- 14/2, 15, 16/1- 16/2- 16/3- 16/4, 17, 18, 19, 20, 21/1- 21/2, 22, 23/1/क- 23/1/ख- 23/2, 24/1- 24/2- 24/3, 25, 29, नाला, सड़क।

भाग – II**(1) ग्राम एकोणा में अर्जित किए गए प्लाट संख्यांक :**

164/1/1- 164/1/2- 164/2/क- 164/2/ख, 165, 166, 167/1- 167/2, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177/1- 177/2, 178/1- 178/2, 180/1/क- 180/1/ख- 180/2- 180/3- 180/4- 180/5- 180/6- 180/7- 180/8, 181/1- 181/2- 181/3- 181/4, 182/1/क- 182/1/ख- 182/2/क- 182/2/ख, 183/1/क- 183/1/ख- 183/2- 183/3/क- 183/3/ख- 183/4- 183/5, 184/1- 184/2, 185/1/क- 185/1/ख- 185/2, 190, 191, 192, 193, सरकारी भूमि।

(2) ग्राम मार्डा में अर्जित किए गए प्लाट संख्यांक :

2, 3, 4, 5/1- 5/2, 6/1/क- 6/1/ख- 6/2/क- 6/2/ख, 7, 8, 9, 10/1/क- 10/1/ख- 10/1/ग- 10/1/घ- 10/2- 10/3- 10/4, 11, 12, 13/1- 13/2, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24, 25, 26, 27/1- 27/2- 27/3- 27/4, 28, 29, 30, 31, 32/1- 32/2, 33, 34, 35, 36, 37, 38, 39/1/क- 39/1/ख/1- 39/1/ग/2- 39/2/क- 39/2/ख- 39/2/ग, 40, 41, 42/1- 42/2- 42/3- 42/4, 43, 44, 45/1- 45/2, 46/1- 46/2, 47, 48, 49/1/क- 49/1/ख- 49/2, 50, 51, 52/1/क/1- 52/1/क/2- 52/1/ख/1- 52/1/ख/2- 52/1/ग/1- 52/1/ग/2- 52/2, 53/1- 53/2- 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68/क/1- 68/क/2- 68/ख- 68/ग, 69/1- 69/2- 69/3- 69/4- 69/5, 70/1- 70/2, 71, 72, 73, 74, 76/1- 76/2, 275, 276, 277, 278/1- 278/2, 279, 280, 281, 282/1- 281/2, 283, 284/1- 284/2, 285, 286, 320/1/क- 320/क/2- 320/2, 321/1- 321/2- 321/3, 323/1- 323/2, 324, 441, 442, सड़क, नाला।

सीमा – वर्णन :**भाग - I**

क – ख : रेखा ग्राम वनोजा और मार्डा की सम्मिलित ग्राम सीमा के निकट सड़क पर स्थित बिन्दु 'क' से आरंभ होकर उत्तर-पश्चिम दिशा में सम्मिलित ग्राम सीमा से लगकर होती हुई प्लाट संख्या 304 की उत्तर सीमा पर बिन्दु 'ख' पर मिलती है।

ख – ग : रेखा बिन्दु 'ख' से आरंभ होकर ग्राम वनोजा में प्लाट संख्यांक 32, 35, 36, 37, 39, 38, 43, 55/2- 55/3, 85/1, 84/14, 101, 102, 100, 99 की बाह्य सीमा से लगकर होती हुई जाती है और सड़क पर स्थित बिन्दु 'ग' पर मिलती है।

ग – घ : रेखा बिन्दु 'ग' से आरंभ होकर उत्तर-पूर्व दिशा में प्लाट संख्यांक 98, 97 की बाह्य सीमा से लगकर होती हुई सड़क पार करती है फिर प्लाट संख्यांक 214, 213, 224, 228, 230 की बाह्य सीमा से लगकर होती हुई ग्राम वनोजा और ग्राम नगाला रीठ की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'घ' पर मिलती है।

- घ - ड. : रेखा बिन्दु 'घ' से आरंभ होकर उत्तर दिशा में प्लाट संख्यांक 22, 25, 29 की बाह्य सीमा से लगकर गुजरती हुई जाती है और ग्राम नगाला रीठ और ग्राम नायदेव की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ड.' पर मिलती है।
- ड.-च-छ : रेखा बिन्दु 'ड.' से आरंभ होकर उत्तर दिशा में ग्राम नायदेव में प्लाट संख्यांक 9, 11, 12, 46 की बाह्य सीमा से लगकर होती हुई बिन्दु 'च' से होती हुई गुजरती है और पश्चिम दिशा में प्लाट संख्यांक 46, 45, 44, 43 की बाह्य सीमा से लगकर होती हुई गुजरती है और ग्राम नायदेव और ग्राम चरूर खटी की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'छ' पर मिलती है।
- छ-ज-झ : रेखा बिन्दु 'छ' से आरंभ होकर पश्चिमी दिशा में ग्राम चरूर खटी में प्लाट संख्यांक 413, 412, 419, 420, 452, 451, 416, 463 की बाह्य सीमा से लगकर होती हुई जाती है फिर बिन्दु 'ज' से होकर, दक्षिण दिशा में एकोणा-I ओसी परियोजना के लिये पूर्व में अर्जित की गई भूमि की सीमा से लगकर होती हुई जाती है और ग्राम चरूर खटी और ग्राम वनोजा की सम्मिलित ग्राम सीमा पर स्थिति बिन्दु 'झ' पर मिलती है।
- झ - ञ : रेखा बिन्दु 'झ' से आरंभ होकर दक्षिण दिशा में ग्राम वनोजा में एकोणा-I ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर गुजरती हुई जाती है और ग्राम वनोजा और ग्राम मार्डा की सम्मिलित ग्राम सीमा पर प्लाट संख्या 132 के दक्षिण-पश्चिम छोर पर स्थित बिन्दु 'ञ' पर मिलती है।
- ञ - ट : रेखा बिन्दु 'ञ' से आरंभ होकर ग्राम मार्डा में एकोणा-I ओसी खदान के लिये पूर्व में अर्जित भूमि से लगकर होती हुई सड़क पार करती है और ग्राम एकोणा और ग्राम मार्डा की सम्मिलित ग्राम सीमा स्थित बिन्दु 'ट' पर मिलती है।
- ट - ठ : रेखा बिन्दु 'ट' से आरंभ होकर ग्राम एकोणा में उत्तर-पश्चिम दिशा में एकोणा-I ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई जाती है और नहर के दक्षिण तट पर स्थित बिन्दु 'ठ' पर मिलती है।
- ठ - ड : रेखा ग्राम एकोणा में बिन्दु 'ठ' से आरंभ होकर नहर के दक्षिण तट से लगकर पश्चिम दिशा से होती हुई गुजरती है और बिन्दु 'ड' पर मिलती है।
- ड - ढ : रेखा नहर के दक्षिण तट पर स्थित बिन्दु 'ड' से आरंभ होकर दक्षिण दिशा में प्लाट संख्यांक 82, 93, 94, 121, 122, 123, 125 की बाह्य सीमा से लगकर होती हुई सड़क पार करती है फिर एकोणा-II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई गुजरती है और ग्राम एकोणा और ग्राम मार्डा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ढ' पर मिलती है।
- ढ - ण : रेखा बिन्दु 'ढ' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा में एकोणा - I ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई गुजरती है और सड़क के निकट प्लाट संख्या 181/1 के दक्षिण-पूर्व छोर पर स्थित बिन्दु 'ण' पर मिलती है।
- ण - त : रेखा बिन्दु 'ण' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा में एकोणा - I ओसी खदान के लिये पूर्व में अर्जित भूमि की उत्तर सीमा से लगकर होती हुई गुजरती है और प्लाट संख्या 261 के दक्षिण-पूर्व छोर पर स्थित बिन्दु 'त' पर मिलती है।
- त - थ : रेखा बिन्दु 'त' से आरंभ होकर दक्षिण दिशा से होती हुई एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की पूर्व सीमा से लगकर होती हुई पार करती है और ग्राम मार्डा में प्लाट संख्या 310 के दक्षिण-पश्चिम छोर पर स्थित बिन्दु 'थ' पर मिलती है।

थ - क : रेखा बिन्दु 'थ' से आरंभ होकर पूर्व दिशा में सड़क से लगकर होती हुई पार करती है और ग्राम वनोजा में सड़क पर स्थित आरंभिक बिन्दु 'क' पर समाप्त होती है।

भाग - II

द - ध : रेखा वर्धा नदी के उत्तर तट पर स्थित बिन्दु 'द' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा में प्लॉट संख्यांक 25, 24, 23, 16, 441, 442, 10, 9, 8, 7 की बाह्य सीमा से होती हुई पार करती है और बिन्दु 'ध' पर मिलती है।

ध - न : रेखा ग्राम मार्डा में बिन्दु 'ध' से आरंभ होकर पूर्व दिशा में सड़क से लगकर होती हुई फिर प्लॉट संख्यांक 323, 321 की बाह्य सीमा से लगकर होती हुई पार करती है और पुनः सड़क से लगकर होती हुई सड़क के समीप बिन्दु 'न' पर मिलती है।

न - प : रेखा बिन्दु 'न' से आरंभ होकर उत्तर दिशा में एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई पार करती है और बिन्दु 'प' पर मिलती है।

प - फ : रेखा ग्राम मार्डा में बिन्दु 'प' से आरंभ होकर उत्तर-पूर्व दिशा में एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की उत्तरी सीमा से लगकर होती हुई सड़क पार करती है पुनः एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई चलती है और सड़क के समीप स्थित बिन्दु 'फ' पर मिलती है।

फ - ब : रेखा बिन्दु 'फ' से आरंभ होकर एकोणा-II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई ग्राम एकोणा में प्लॉट संख्या 180 के उत्तर छोर पर बिन्दु 'ब' पर मिलती है।

ब - भ : रेखा ग्राम एकोणा में बिन्दु 'ब' से आरंभ होकर पश्चिम दिशा में एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई दक्षिण दिशा में प्लॉट संख्या 180 की बाह्य सीमा से लगकर होती हुई पार करती है और वर्धा नदी के पूर्वी तट पर स्थित बिन्दु 'भ' पर मिलती है।

भ - द : रेखा बिन्दु 'भ' से आरंभ होकर दक्षिण-पूर्व दिशा में पार करती है और वर्धा नदी के पूर्वी तट पर स्थित आरंभिक बिन्दु 'द' पर समाप्त होती है।

[फा. सं. 43015/7/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 27th August, 2020

S.O. 719.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 59, dated the 15th January, 2020 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 18th January, 2020, the Central Government gave notice of its intention to acquire all rights in or over the lands measuring 974.98 hectares (approximately) or 2409.17 acres (approximately) in the locality specified in the Schedule annexed to that notification ;

And whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the report aforesaid and after consulting to the Government of Maharashtra, is satisfied that the lands measuring 974.98 hectares (approximately) or 2409.17 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957) the Central Government hereby declares that all rights in or over the land measuring 974.98 hectares (approximately) or 2409.17 acres (approximately) as described in the Schedule are hereby acquired.

The plan bearing number C-I(E)III/JJMR/0620/959, dated the 18th June, 2020 of the area covered by this notification, may be inspected in the office of the Collector, District Chandrapur, Maharashtra or in the office of the Coal Controller, 1, Council House Street, Kolkata -700 001 or in the office of the Head of Department/Chief Manager, Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur - 440 001, Maharashtra.

SCHEDULE

Amalgamated Yekona I and II Opencast Mine

Majri Area

District Chandrapur (Maharashtra)

[Plan bearing number C-I(E)III/JJMR/0620/959, dated the 18th June, 2020]

Part – I

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total (in hectares)	Remarks
					Tenancy	Govt.	Forest		
1	Yekona	11	Warora	Chandrapur	37.08	0.50	-	37.58	Part
2	Marda	11	Warora	Chandrapur	172.63	7.80	-	180.43	Part
3	Wanoja	11	Warora	Chandrapur	319.93	18.85	-	338.78	Part
4	Charur Khati	10	Warora	Chandrapur	56.03	3.02	-	59.05	Part
5	Naydeo	10	Warora	Chandrapur	68.93	1.19	-	70.12	Part
6	Nagala Rith	10	Warora	Chandrapur	76.89	3.86	0.62	81.37	Part
Total :					731.49	35.22	0.62	767.33	

Part - II

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total (in hectares)	Remarks
					Tenancy	Govt.	Forest		
1	Yekona	11	Warora	Chandrapur	53.55	3.58	0.00	57.13	Part
2	Marda	11	Warora	Chandrapur	145.12	5.40	0.00	150.52	Part
Total :					198.67	8.98	.000	207.65	

Grand Total : (Part I and Part II): 767.33 +207.65= 974.98 hectares (approximately)
or 2409.17 acres (approximately)

Part – I**(1) Plot numbers acquired in village Yekona :**

82/1- 82/2- 82/3, 85, 86, 93/1/A-93/1/B, 93/2, 94, 95, 96, 117, 118, 119, 120/1/A -120/1/B, 120/2, 121/1-121/2, 122/1, 122/2, 123, 124, 125, 126, 127, 128, 134, 135/1-135/2-135/3, road.

(2) Plot numbers acquired in village Wanoja :

32/1- 32/2, 34/1/A- 34/1/B- 34/2/A- 34/2/B- 34/2/C, 35/1-35/2-35/3, 36, 37, 38, 39, 43/1- 43/2, 44, 45/1-45/2/A- 45/2/B, 46/1- 46/2, 47/1- 47/2/A- 47/2/B- 47/2/C/1- 47/2/C/2, 48/1- 48/2, 49/1/A- 49/1/B- 49/2, 50, 51/1- 51/2, 52/1- 52/2/A- 52/2/B- 52/2/C- 52/2/D, 53/1- 53/2- 53/3, 54, 55/1- 55/2/A/1- 55/2/A/2A- 55/2/A/2B- 55/2/B- 55/2/C- 55/2/D- 55/3, 56/1- 56/2, 57, 58/1/A- 58/1/B- 58/1/C- 58/2, 59/1- 59/2, 60/1- 60/2, 61/1- 61/2- 61/3, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73/1- 73/2, 74, 75, 76, 77, 78, 79/1- 79/2- 79/3/A- 79/3/B, 80/1- 80/2, 81/1- 81/2, 82/1- 82/2, 83, 84/1/A/1- 84/1/A/2- 84/1/B- 84/1/C- 84/2, 85/1/A- 85/1/B, 97, 98, 99, 100, 101/1- 101/2, 102, 103, 104/1- 104/2- 104/3, 105/1- 105/2, 106, 107, 108, 109, 110/1- 110/2, 111/1- 111/2, 112, 113, 114/1- 114/2, 115/1- 115/2, 116/1- 116/2- 116/3, 117/1- 117/2, 118, 119, 120, 121, 122, 123/1/A- 123/1/B- 123/2, 124, 125, 127, 128/1- 128/2, 129, 130/1- 130/2, 131, 132, 133, 135, 136/1- 136/2- 136/3, 137, 138/1- 138/2, 139/1- 139/2, 140/1- 140/2, 141/1/A- 141/1/B- 141/1/C- 141/2, 142, 143, 144/1- 144/2, 145, 146/1- 146/2, 147, 148, 149/1- 149/2- 149/3, 150, 151, 157/1- 157/2, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2- 169/3, 170, 171/1- 171/2, 172/1- 172/2, 173, 174, 175, 176/1/A- 176/1/B- 176/2, 177/1- 177/2, 178/1/A- 178/1/B- 178/2/A- 178/2/B- 178/3, 179, 180/1- 180/2, 181, 182, 183, 184/1- 184/2- 184/3, 185, 186, 187/1- 187/2, 188/1- 188/2- 188/3, 189/1- 189/2- 189/3, 190, 191, 192, 193/1/A- 193/1/B- 193/1/C- 193/2- 193/3, 194, 195, 196, 197, 198/1- 198/2, 199, 200, 201, 202, 203, 204, 205, 206/1- 206/3, 207/1/A- 207/1/B- 207/2- 207/3, 208, 209, 210, 211, 212/1- 212/2, 213, 214, 224/1- 224/2- 224/3- 224/4, 225/1- 225/3, 226, 227/1- 227/3, 228/1/A- 228/1/C- 228/2/A- 228/2/C, 230/1- 230/2, 461, 462/1- 462/2, 463, 464, 465, 466, 467, 468, 470, road, nallah.

(3) Plot numbers acquired in village Charur Khati :

412, 413, 414, 415, 416, 417, 418/1- 418/2- 418/3, 419/1- 419/2, 420/1- 420/2, 451/1- 451/2/A- 451/2/B, 452, 453, 454/1- 454/2, 455, 456, 457, 458, 459/1- 459/2, 460, 461/1- 461/2, 462/1- 462/2, 463, 465/1- 465/2/1- 465/2/2- 465/2/3, 493, 494, 516, road, nallah.

(4) Plot numbers acquired in village Marda :

116, 117, 118/1- 118/2, 119, 120, 121, 122, 123, 124, 126/1- 126/2, 127, 128, 129/1/A- 129/1/B- 129/2/B, 130/1- 130/2, 131, 133/1- 133/2, 134/1- 134/2, 135/1- 135/2, 136/1- 136/2, 149/1- 149/2/A- 149/2/B, 150, 151/1- 151/2, 152, 153, 154, 155/1- 155/2/A- 155/2/B, 156, 157, 158, 159, 160, 161/1- 161/2, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171/1- 171/2, 172, 173/1- 173/2- 173/3, 174/1- 174/2, 175/1- 175/2- 175/3/A- 175/3/B, 176, 177, 178, 179/1- 179/2, 180/1- 180/2, 181/1- 181/2- 181/3- 181/4, 182/1- 182/2, 183, 184/1- 184/2, 185/1- 185/2, 186/1- 186/2, 187/1- 187/2, 188/1- 188/2, 189, 190, 191, 192, 193/1- 193/2, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205/1/A- 205/1/B- 205/2/A- 205/2/B, 206/1/A- 206/1/B- 206/2, 207, 208, 209, 210, 211, 212/1- 212/2, 213/1- 213/2, 214, 215, 216/1- 216/2- 216/3- 216/4, 217/1- 217/2, 218/1- 218/2, 219, 224, 247, 251, 252, 253, 254, 255/1- 255/2- 255/3, 256/1- 256/2, 257, 258/1- 258/2, 259, 260/1- 260/2, 261, 262, 263, 266, 304, 305/1- 305/2, 306/1/A- 306/1/B- 306/2, 307, 308/1- 308/2- 308/3, 309, 310, 313/1- 313/2, 314, road.

(5) Plot numbers acquired in village Naydeo :

9, 10, 11/1- 11/2, 12/1- 12/2- 12/3, 13/1- 13/2, 14, 15, 16, 17, 18/1/A- 18/1/B- 18/2/A- 18/2/B- 18/3- 18/4/A- 18/4/B, 19, 20/1- 20/2, 21/1- 21/2, 22, 23, 24, 25, 26, 27, 28, 29/1- 29/2- 29/3- 29/4, 30, 31/1/A- 31/1/B- 31/2, 32/1- 32/2, 33, 34, 35, 36/1- 36/2- 36/3, 37, 38/1/A- 38/1/B- 38/2/A- 38/2/B, 39, 40/1- 40/2, 41/1- 41/2, 42/1- 42/2, 43/1- 43/2, 44/1- 44/2- 44/3, 45/1/A- 45/1/B- 45/1/C- 45/2/A- 45/2/B- 45/2/C- 45/3/A- 45/3/B- 45/3/C, 46/2/A- 46/2/B.

(6) Plot numbers acquired in village Nagala Rith :

1, 2/1- 2/2, 3/1/A- 3/1/B- 3/1/C- 3/2/A/1- 3/2/A/2- 3/2/B- 3/2/C, 4, 5/1- 5/2, 6/1- 6/2- 6/3, 7/1- 7/2, 8, 9, 10/A/1- 10/A/2- 10/B/1- 10/B/2, 11/1/A- 11/1/B/1- 11/1/B/2- 11/2/A- 11/2/B, 12, 13/1/A- 13/1/B- 13/2- 13/3, 14/1- 14/2, 15, 16/1- 16/2- 16/3- 16/4, 17, 18, 19, 20, 21/1- 21/2, 22, 23/1/A- 23/1/B- 23/2, 24/1- 24/2- 24/3, 25, 29, Nallah, Road.

Part - II**(1) Plot numbers acquired in village Yekona :**

164/1/1- 164/1/2- 164/2/A- 164/2/B, 165, 166, 167/1- 167/2, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177/1- 177/2, 178/1- 178/2, 180/1A- 180/1B- 180/2- 180/3- 180/4- 180/5- 180/6- 180/7- 180/8, 181/1- 181/2- 181/3- 181/4, 182/1/A- 182/1/B- 182/2/A- 182/2/B, 183/1/A- 183/1/B- 183/2- 183/3/A- 183/3/B- 183/4- 183/5, 184/1- 184/2, 185/1/A- 185/1/B- 185/2, 190, 191, 192, 193, Government land.

(2) Plot numbers acquired in village Marda :

2, 3, 4, 5/1- 5/2, 6/1/A- 6/1/B- 6/2/A- 6/2/B, 7, 8, 9, 10/1/A- 10/1/B- 10/1/C- 10/1/D- 10/2- 10/3- 10/4, 11, 12, 13/1- 13/2, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24, 25, 26, 27/1- 27/2- 27/3- 27/4, 28, 29, 30, 31, 32/1- 32/2, 33, 34, 35, 36, 37, 38, 39/1/A- 39/1/B/1- 39/1/B/2- 39/2/A- 39/2/B- 39/2/C, 40, 41, 42/1- 42/2- 42/3- 42/4, 43, 44, 45/1- 45/2, 46/1- 46/2, 47, 48, 49/1/A- 49/1/B- 49/2, 50, 51, 52/1/A/1- 52/1/A/2- 52/1/B/1- 52/1/B/2- 52/1/C/1- 52/1/C/2- 52/2, 53/1- 53/2- 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68/A/1- 68/A/2- 68/B- 68/C, 69/1- 69/2- 69/3- 69/4- 69/5, 70/1- 70/2, 71, 72, 73, 74, 76/1- 76/2, 275, 276, 277, 278/1- 278/2, 279, 280, 281, 282/1- 282/2, 283, 284/1- 284/2, 285, 286, 320/1/A- 320/A/2- 320/2, 321/1- 321/2- 321/3, 323/1- 323/2, 324, 441, 442, road, nallah.

Boundary description:**Part – I**

- A – B : Line starts from Point 'A' at the Road near boundary of village Wanoja and Marda passes in North-West direction along the common boundary of villages and meets at Point 'B' on East boundary of Plot Number 304.
- B – C : Line starts from Point 'B' passes through village Wanoja along the outer boundary of Plot Numbers 32, 35, 36, 37, 39, 38, 43, 55/2- 55/3, 85/1, 84/14, 101, 102, 100, 99 and meets at Point 'C' at the Road.
- C – D : Line starts from Point 'C' passes in North-East direction along the outer boundary of Plot Numbers 98, 97 crosses the Road, passes along the outer boundary of Plot Numbers 214, 213, 224, 228, 230 and meets at Point 'D' on the common village boundary of villages Wanoja and Nagala Rith.
- D – E : Line starts from Point 'D' passes in North direction along the outer boundary of Plot Numbers 22, 25, 29 and meets at Point 'E' on common village boundary of villages Nagala Rith and Naydeo.
- E-F-G : Line starts from Point 'E' passes in North direction in village Naydeo along the outer boundary of Plot Numbers 9, 11, 12, 46 and passes through Point 'F' then passes in West direction along the outer boundary of Plot Numbers 46, 45, 44, 43 and meets at Point 'G' on common village boundary of villages Naydeo and Charur Khati.
- G-H-I : Line starts from Point 'G' passes in West direction in village Charur Khati along the outer boundary of Plot Numbers 413, 412, 419, 420, 452, 451, 416, 463 then passes through Point 'H', then passes in South direction along the boundary of the land already acquired for Yekona – I OC and meets at Point 'I' on common village boundary of villages Charurkhati and Wanoja.
- I – J : Line starts from Point 'I' passes in South direction along the boundary of land already acquired for Yekona – I OC and meets at Point 'J' at South-West corner of Plot Number 132 on common village boundary of villages Wanoja and Marda.
- J – K : Line starts from Point 'J' passes through Marda village in West direction along the boundary of land already acquired for Yekona – I OC crosses the Road and meets at Point 'K' on common village boundary of villages Yekona and Marda.
- K – L : Line starts from Point 'K' passes through village Yekona in North-West direction along the outer boundary of land already acquired for Yekona – I OC and meets at Point 'L' on the South bank of Canal.

- L – M : Line starts from Point 'L' in village Yekona passes along the South Bank of Canal in West direction and meets at Point 'M'.
- M – N : Line starts from Point 'M' on South bank of Canal passes in South direction along the outer boundary of Plot Numbers 82, 93, 94, 121, 122, 123, 125, then crosses the Road passes along the outer boundary of land already acquired for Yekona – II OC and meets at Point 'N' on common village boundary of villages Yekona and Marda.
- N – O : Line starts from Point 'N' passes in South-East direction in village Marda along with outer boundary of land already acquired for Yekona – I OC Mine and meets at Point 'O' at the South-East corner of Plot Number 181/1 near the Road.
- O – P : Line starts from Point 'O' passes in South-East direction along the North boundary of land already acquired for Yekona – I OC Mine and meets at Point 'P' at the South-East corner of Plot Number 261.
- P – Q : Line starts from Point 'P' passes in South direction along the East boundary of land already acquired for Yekona – I OC Mine and meets at Point 'Q' at South-West corner of Plot Number 310 in village Marda.
- Q – A : Line starts from Point 'Q' passes in East direction along the Road and ends at starting Point 'A' on Road in village Wanoja.

Part – II

- R – S : Line starts from Point 'R' on North Bank of Wardha River passes in South-East direction along the outer boundary of Plot Numbers 25, 24, 23, 16, 441, 442, 10, 9, 8, 7 and meets at Point 'S'.
- S – T : Line starts from Point 'S' in village Marda passes in East direction along the Road then passes along the outer boundary of Plot Numbers 323, 321 then passes along the Road again and meets at Point 'T' at the Road in village Marda.
- T – U : Line starts from Point 'T' passes in North direction along the boundary of land already acquired for Yekona – II OC and meets at Point 'U'.
- U – V : Line starts from Point 'U' in Marda village passes along the North boundary of land already acquired for Yekona – II OC in North-East direction crosses the Road then continues along the boundary of land already acquired for Yekona – II OC Mine and meets at Point 'V' near the Road at common village boundary of village Yekona and Marda.
- V – W : Line starts from Point 'V' passes through village Yekona along the boundary of land already acquired for Yekona – II OC Mine and meets at Point 'W' at the North-East corner of Plot Number 180 in village Yekona.
- W – X : Line starts from Point 'W' passes in West direction along the boundary of land already acquired for Yekona – II OC Mine then passes in South direction along the outer boundary of Plot Number 180 and meets at Point 'X' on East Bank of Wardha River.
- X – R : Line starts from Point 'X' passes in South-East direction along the Eastern Bank of River and ends of starting Point 'R'.

[F. No. 43015/7/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा प्रभाग)

नई दिल्ली, 28 जुलाई, 2020

का.आ. 720.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत निम्नलिखित कार्यालयों को, ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

1.	केंद्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय एर्णाकुलम, आई जी एच रोड , कडवंतरा, राजीव गांधी इंडोर स्टेडियम के निकट
2.	केंद्रीय विद्यालय तलशेरी, धर्मडम (पी.ओ.), तलशेरी, जिला कण्णूर, केरल- 670106
3.	केंद्रीय विद्यालय एज़िमला, के.वि.आई.एन.एस. ज़ामोरिन, एज़िमला, कण्णूर, केरल- 670310
4.	केंद्रीय विद्यालय नं. 1, पालक्काड, हेमाम्बिका नगर, कल्लेकुलंगरा पी.ओ., पालक्काड, केरल- 678009
5.	केंद्रीय विद्यालय चेन्नीरकरा, ओमल्लूर पी.ओ. पत्तनंतिट्टा, केरल- 689647
6.	केंद्रीय विद्यालय कोल्लम, रामकुलंगरा, कावनाड पी.ओ. कोल्लम, केरल-691003
7.	केंद्रीय विद्यालय एस.ए.पी., तिरुवनंतपुरम, पेरूरकडा, केरल-695005
8.	केंद्रीय विद्यालय कडुत्तुरुत्ति, एच एन एल परिक्षेत्र, न्यूज़प्रिंट नगर, वेल्लूर, कोट्टायम- 686616
9.	केंद्रीय विद्यालय केईपीए रामवर्मापुरम, रामवर्मापुरम, तृशूर, केरल-680631
10.	केंद्रीय विद्यालय एनटीपीसी, कायमकुलम, चेप्पाड, पी.ओ. कायमकुलम - 690507
11.	केंद्रीय विद्यालय कण्णूर, जिला अस्पताल पी.ओ. कण्णूर, केरल- 670017
12.	केंद्रीय विद्यालय, बी एस एफ, अरधपुर, पोस्ट : नारायणपुर, जिला : मालदा (पश्चिम बंगाल)- 732141
13.	केंद्रीय विद्यालय क्रमांक 2, विन्नागुडी कैंट, जलपाईगुडी, पश्चिम बंगाल – 735232
14.	केंद्रीय विद्यालय, आसनसोल, डेमोहानी रेलवे कॉलोनी, पोस्ट: कल्ला, जिला : पश्चिम बर्दमान – 713340
15.	केंद्रीय विद्यालय, एनएचपीसी सिंगताम, तीस्ता (स्टैज V), पावर स्टेशन, बलूतर, सिंगताम, सिंगताम – 737134 (ईस्ट सिक्किम)

[फा. सं.11011-2/2018-रा.भा.ए.]

संजय कुमार सिन्हा, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

(O. L. UNIT)

New Delhi, the 28th July, 2020

S.O. 720.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Human Resource Development, (Department of School Education & Literacy) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi:—

1.	KENDRIYA VIDYALAYA SANGATHAN, REGIONAL OFFICE ERNAKULAM, IGH ROAD, KADAVANTHARA NEAR RAJIV GANDHI INDOOR STADIUM
2.	KENDRIYA VIDYALAYA THALASSERY DHARMADAM (PO), THALASSERY, DIST, KANNUR, KERALA-670106
3.	KENDRIYA VIDYALAYA EZHIMALA, KV INS ZAMORIN EZHIMALA, KANNUR, KERALA- 670310
4.	KENDRIYA VIDYALAYA NO-1, PALAKKAD, HEMAMBIKA NAGAR, KALLEKULANGARA PO, PALAKKAD, KERALA-678009

5.	KENDRIYA VIDYALAYA CHENNEERKARA, OMALLOOR PO, PATHANAMTHITTA, KERALA-689647
6.	KENDRIYA VIDYALAYA KOLLAM, RAMANKULANGARA, KAVANAD P.O., KOLLAM, KERALA- 691003
7.	KENDRIYA VIDYALAYA SAP THIRUVANANTHAPURAM, PEROORKADA, KERALA-695005
8.	KENDRIYA VIDYALAYA KADUTHURUTHY, HNL PREMISES, NEWSPRINT NAGAR, VELLOOR, KOTTAYAM-686616
9.	KENDRIYA VIDYALAYA KEPA RAMAVARMAPURAM, RAMAVARMAPURAM, THRISSUR, KERALA- 680631
10.	KENDRIYA VIDYALAYA NTPC KAYAMKULAM CHEPPAD, PO KAYAMKULAM- 690507
11.	KENDRIYA VIDYALAYA KANNUR, DIST HOSPITAL PO, KANNUR, KERALA-670017
12.	KENDRIYA VIDYALAYA BSF, ARADHPUR, POST : NARAYANPUR, DIST: MALDA (WEST BENGAL) 732141
13.	KENDRIYA VIDYALAYA NO-2, BINNAUGURI CANTT., JALPAIGURI, WEST BENGAL- 735232
14.	KENDRIYA VIDYALAYA, ASANSOL, DAMOHANI RAILWAY COLONY, POST: KALLA, DIST : PASHCHIM BURDWAN 713340
15.	KENDRIYA VIDYALAYA, NHPC SINGTAM, TEESTA (STAGE V) POWER STATION, BALUTAR, SINGTAM 737134 (EAST SIKKIM)

[F. No. 11011-2/2018-रा.भा.ए.]

SANJAY KUMAR SINHA, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 24 अगस्त, 2020

का.आ. 721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मुख्य महाप्रबंधक, भारत अर्थ मूवर्स लिमिटेड, कोलार गोल्ड फील्ड बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 24/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.06.2020 को प्राप्त हुए थे।

[सं. एल-14012/7/2009-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th August, 2020

S. O. 721.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947) the Central Government hereby publishes the award (Ref. No. 24/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief General Manager, Bharat Earth Movers Limited, Kolar Gold Field Bangalore & Others, and their workmen which were received by the Central Government on 30.06.2020.

[No. L-14012/7/2009-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 19TH JUNE, 2020**PRESENT:** JUSTICE SMT. RATNAKALA, Presiding Officer**CR 24/2009****I Party**

Sh. M Ramakrishnan,
Type A, No. 124, BEML Quarters,
BEML Nagar,
Kolar Gold Field – 563115.

II Party

The Chief General Manager,
Bharat Earth Movers Limited,
Hydraulic and Powerline Division,
BEML Nagar,
Kolar Gold Field – 563115.

Appearance

Advocate for I Party : Mr. B. L. Sanjeev

Advocate for II Party : Mr. N. S. Narasimha Swamy

AWARD

The Central Government vide Order No. L-14012/7/2009-IR(DU) dated 28.05.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Bharat Earth Movers Limited, in terminating the services of their workman Sh. M Ramakrishnan, w.e.f. 19.01.2007 is legal and justified? If not, what relief the workman is entitled to?”

1. The dispute is raised by the Ex-employee of the 2nd Party /BEML challenging the punishment order imposed on him on the allegation of theft of Company property.

The workman claims that,

he joined the service of the 2nd Party on 24.09.1959 as a Helper, he was promoted as Driver to Drive Heavy Vehicles belonging to the 2nd Party in the year 1973-74; he was issued charge Sheet on 26.02.2005 on baseless allegations; he refuted the allegations. The 2nd Party initiated Domestic Enquiry to probe into the charges; during the Domestic Enquiry he was not afforded opportunity, the finding of the Enquiry Officer is totally perverse and illegal. The Disciplinary Authority accepted the Enquiry Report and imposed the punishment which is harsh, excessive and highly disproportionate. He had rendered unblemished service to the 2nd Party for 37 years. The action of the Management in terminating him from service is a clear case of victimisation and unfair labour practice. He is unemployed and has a large family to maintain.

2. The claim is contested, allegations made by the 1st Party workman against fairness of Enquiry, Enquiry Report are denied and the punishment order is sought to be justified.

3. In view of the rival pleadings touching the veracity of the Domestic Enquiry a Preliminary Issue was raised, tried and adjudicated upholding the fairness and correctness of the Domestic Enquiry.

4. 1st Party workman has adduced evidence that he is unemployed since his dismissal.

During his cross examination he admitted the punishment of dismissal from service imposed on him in the year 1988 on the charges of theft – his reappointment as Driver-C – warning letter issued for not producing documents relating to availment of Vehicle advance – suspension in the year 1997 on the charge of theft of Iron pallets which was thereafter revoked by issuing a warning memo and another memo issued to him in the year 2001 alleging submission of fake bills to draw TA bills.

5. Both parties have advanced arguments.

6. The allegation against the workman is,

on 20.02.2005 while on duty in the Mini Lorry MYK 9892 he was caught red-handed; he had concealed five items / properties of the 2nd Party wrapped in a cloth and had hidden in the right-side door compartment in between the outer iron sheet and inner plastic / iron panelling of the Lorry. The vehicle was searched by the

Vigilance Staff in the presence of Security Manager and the stolen articles were seized. The charge sheet also referred to punishments imposed on four past occasions on the ground of misconduct. It was alleged that when questioned by the Vigilance staff he feigned ignorance and started behaving in a very adamant manner and refused minimum cooperation....

The above acts if proved, amount to misconduct under 21.3, 21.17, 21.38, 21.39 and 21.43 of the Standing Orders of the Company.

7. The workman submitted his explanation denying the charges.

8. It was a two-member Enquiry Committee comprising Senior Manager H&P Division and Senior Manager (HR) EM Division. The CSE was assisted by his co-employee.

9. During the enquiry the Management examined six witnesses and 14 documents were exhibited. The CSE opted not to cross examine fifth witness who had accompanied the CSE in the lorry for unloading at EM Division.

No defence evidence was adduced.

10. The first witness / MW-1 was the staff, as per his deposition, on 21.02.2005 from 6.30 am to 3.30 pm he was on duty at H&P and R&D Divisions; he received an anonymous phone call informing that CSE is carrying items unauthorisedly in the Mini Lorry MYK 9892; immediately he followed the vehicle, informed the matter over phone to the Manager (Security/Vigilance), immediately he was provided assistance of two Vigilance Inspectors to check the vehicle, when the vehicle came to the main gate of EM Division, they checked the vehicle, the items were removed from the side door wrapped in banian cloth; three engineers were summoned who identified that the items were from H&P Division, the items were sealed with the signatures of CSE, Sugumara another employee in the lorry and others. Thereafter the CSE was permitted to leave the factory premises.

The second witness / MW-2 was the Vigilance Inspector who headed the search, his deposition is in conformity with the charge sheet allegation and statement of MW-1.

The third witness / MW-3 was another Vigilance Inspector who was in the search team. His statement was in corroboration to the statements of earlier witness.

The fourth witness / MW-4 was the Manager (Security/ Vigilance / Fire Service).

The fifth witness / MW-5 was Sh. R. Sugumaran working as Group-B in the Stores Department. He deposed that the lorry was checked near the Gate after they unloaded the items, after checking the vehicle the Vigilance called him and asked him to open the door... the items packed in banian cloth were taken out from the right-side door. They opened...asked him whether the items are correct, they took photograph...

The Presenting Officer elicited some clarification thereafter. Surprisingly, there is no cross examination to this witness.

The sixth witness was Assistant Manager (Security) / MW-6, he deposed that he was the shift Security Officer on 21.02.2005 about 11 am the Vigilance Officer / MW-1 called him to his Office and assigned the task of identifying the materials seized from the Mini lorry driven by CSE. Accordingly, the three officers i.e. DGM (Materials Management), AGM (Production) and Official from H&P Division were called and the materials were identified. The said identification list is Ex M-3 and Ex M-14.

During cross examination he admits that he has not subscribed his signature to the above list.

11. Appreciating the evidence of the prosecution, the Enquiry Committee found him guilty of the misconduct. Of course, the finding is based on evidentiary material placed before Enquiry Committee only. Still what disturbs the judicious conscious is, the stolen articles seized from the lorry was not placed before the Enquiry Committee to mark them as evidence. The Enquiry Committee dwelled entirely upon the examination in chief evidence and further clarification sought from the witness and ignored the outcome of the cross-examination evidence of the witnesses. That impresses me to contain from endorsing the Enquiry finding.

12. Sh. NSN for the 2nd Party would submit since 1st Party was a habitual, and did not dispute his past records, the Disciplinary Authority has punished him with appropriate punishment.

13. As per the submission at the bar, the properties alleged to have been stolen was scrap items and there is no valuation of these items.

14. When it is said that the seized articles were packed and sealed in the presence of the witnesses, affixing the signature of the CSE and another employee Sh. Sugumaran / MW-5, the said material packed ought to have been produced to exhibit the signatures, so also the material. Non production of the same, during Domestic Enquiry is a serious lapse on the part of the prosecution which goes to the root of the matter.

15. The Disciplinary Authority while proposing the punishment of dismissal from service of the Company did not make independent assessment for the evidentiary material. The 1st Party in his representation to the proposal of punishment pleaded that it is the hand work of some of his adversaries since he would be an easy bait, because of his past, they have cleverly implicated him by planting the material. He has further pleaded “.....because of the resulting frustration I was not having a control of either over what I did or said anywhere and everywhere and was given to accepting any and all suggestions that came my way because on my own I was unable to use any discretionary power.”

The Disciplinary Authority without even referring to his explanation and without independent appreciation of Enquiry material has imposed the punishment which falls short of reasoned and considered order.

16. Accepting that he was implicated 4 times of misconduct.

- (i) The first misconduct of theft was in the year 1988 for which he was removed and again reappointed, indicating condonation of his past misconduct.
- (ii) For the second time the punishment was a warning letter for non-production of vehicle documents after availing vehicle advance from the company.

The Disciplinary Authority had reduced his salary by one stage which was later reviewed with the warning memo.

The 1st Party workman during his cross examination before this Court stated that he submitted the records thereafter, the order was reviewed.

- (iii) The third incident is of the year 1998 on the allegation of Theft of Company Iron Pallet which ended with an advisory letter only.
- (iv) The fourth incident is of 2001 whereby he was issued advisory letter for the allegation of Fake and Bogus Lodge Bills.

The above past records are insufficient to brand him a habitual.

17. For the above reason I hold, the punishment imposed on the workman is not legal and not justified. Now he has crossed the age of superannuation and the question of reinstatement will not arise, the only relief for him could be by way of monetary compensation for the years of service lost because of the punishment order dated 19.01.2007. In the opinion of this Tribunal back wages at 60% from the date of the punishment order till the date of his superannuation is the appropriate relief for him.

AWARD

The Reference is accepted.

The action of the 2nd Party / Bharat Earth Movers Limited in terminating the services of the 1st Party workman Sh. M. Ramakrishnan is not legal and not justified.

The 2nd Party is directed to treat him as on continuous duty until the date of his superannuation and release his back wages at 60% from 19.01.2007 to the date of his superannuation within 60 days of publication of the Award otherwise the amount shall carry future interest at 6%.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 19th June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निर्देशक, अतिरिक्त महाप्रबंधक (आईआर), भारत इलेक्ट्रॉनिक्स लिमिटेड, बंगलौर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 06/2020) को प्रकाशित करती है जो केन्द्रीय सरकार को 12.07.2020 को प्राप्त हुआ था।

[सं. एल-40011/1/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 722.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947) the Central Government hereby publishes the award (Ref. No. 06/2020) of the Central Government Industrial-Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Additional General Manager (IR), Bharat Electronics Limited, Bangalore & Others, and their workmen which were received by the Central Government on 12.07.2020.

[No. L-40011/1/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 23rd JUNE 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

C R No. 06/2020

I Party

The President,
Bharat Electronics Workers Union,
C/o B E L, PO – Jalahalli,
BANGALORE – 560 013.

II Party

The Additional General Manager (IR),
Bharat Electronics Limited,
PO – Jalahalli,
BANGALORE – 560 013.

Appearances :

I Party : **Self**

II Party : **None**

1. The Government of India, Ministry of Labour vide order No. L-40011/1/2020-IR(DU) dated 13.02.2020 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether a superannuated person can be treated as workman under the ID Act, 1947, if so, whether the action of the management of M/s Bharat Electronics Ltd in reducing the basic pay by one stage of Shri Mohan M.L. vide order dated 18.8.2017 is legal and justified? If not, to what relief the workman is entitled to?”

2. On receipt of the reference order, notice was issued to both parties. 1st Party appeared in person and submitted that a similar matter is Registered in CR No. 06/2020 and he would be pursuing the same and files a Memo which reads thus :

“The First Party above names most respectfully submits as follows.

The First Party most respectfully prays that this Hon’ble Tribunal may pleased permit him to prosecute the CR 5/2020, and permit him to withdraw the above dispute, the same reference in CR 5/2020 to meet ends of justice and equity.”

3. In view of the memo filed by the 1st Party, I pass the following Order.

AWAR D

Reference is Rejected.

(Dictated to U D C, transcribed by him, corrected and signed by me on 23rd June 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अधीक्षण पुरातत्वविद, भारतीय पुरातत्व सर्वेक्षण बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 07/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2020 को प्राप्त हुआ था।

[सं. एल-42011/10/2014-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 723.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947) the Central Government hereby publishes the award (Ref. No. 07/2014) of the Central Government Industrial-Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintending Archeologist, Archeological Survey of India, Bangalore & Others, and their workmen which were received by the Central Government on 26.06.2020.

[No. L-42011/10/2014-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 16TH JUNE, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 07/2014

I Party

Sh. ARM Ismail, President,
ASI Karmikara Sangha,
Saptagiri Complex,
K. C. Road,
Bellary – 583740.

II Party

The Superintending Archeologist,
Archeological Survey of India,
5th Floor, Kendriya Sadan,
17th Main, Kormangala,
Bangalore – 560034.

Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. Sathish. B

AWARD

The Central Government vide Order No. L-42011/10/2014-IR(DU) dated 10.03.2014 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action taken by the management of ASI Kamalapur is justified in their action of discontinuation / stopping of Rs. 1000 as ex-gratia / special increment to its 43 number of workmen is proper legal and justified, If not to what relief the said workmen are entitled for?”

1. The 1st Party Trade Union has espoused cause of 43 workmen who have suffered loss of ex-gratia / special increment of Rs. 1,000/- each by the Order of the 2nd Party.

2. It is claimed that,

the 1st Party workmen are casual workers employed in the Kamalapur Sub Circle of the 2nd Party / Establishment -1. The Government of India, vide G.O of November 2009 ordered payment of Rs. 1,000/- per month as ex-gratia / special increment in addition to their daily rated wages w.e.f. 01.04.2009. This Order was in respect of those daily wagers who had completed 10 years of service as on 20.02.2009 and continued in service as on 01.04.2009 and who work on all the working days of the month. In respect of workers who had not worked throughout the month, proportionate payment would be made. The 2nd Party Management did not comply the above Order and did not grant the benefit of additional increment.

It is further claimed that, before the Regional Labour Commissioner during conciliation the 2nd Party contended that members of the 1st Party are not engaged continuously and could not be paid additional amount unless their eligible with regard to completion of 10 years of service is verified, they also objected that these workers were engaged by Government of India and were not eligible for additional increment as notified by the State Government. In the course of conciliation, they had firstly agreed to pay increment of Rs. 1,000/- per month from 01.04.2009. That amounts to a settlement under Sec 12(3) of Industrial Dispute Act 1947. They have paid increment for the period 01.04.2009 to 31.10.2013 also. The Management is not legal in stopping the payment of additional increment from November 2013 without seeking fresh order from Regional Labour Commissioner. The Archaeological Department covers both Central and State Government, all of them have completed ten and more years of service continuously. Before discontinuing the payment, they are not issued notice. Additional increment was granted since the wages paid to them is meagre. Action of the 2nd Party is not sustainable.

3. The 2nd Party counter the claim on following lines:

that, the 2nd Party is not an Industry falling under the purview of the Sec 2 of 'the Act', all the statutory duties entrusted to ASI are the sovereign functions of the State. Its duties are not a business or trade; therefore, it is not an Industry. As per the guidelines contained in the order G.O. No. DPAR 34 SLC 2012 dated 31.07.2012 issued by DPAD Government of Karnataka increment of Rs. 1,000/- is payable to all casual labourers who have rendered service as on 20.02.2009, the increment is payable from 01.04.2009. As per the O.M. No. 7/24/2007/E.III(A) dated 05.10.2012, issued by Ministry of Finance, Department of Expenditure, New Delhi, the casual workers should be paid ad-hoc bonus if they have worked for more than 240 days in each year for 3 years or more. The Senior Conservation Assistant, Kamalapura was asked to comprise the details of the eligible casual labourers for payment of additional increment of Rs. 1,000/- w.e.f. 01.04.2009 and bonus for the year 2011-12, with the estimation of total amount to be paid. While calculating the additional increment proportionate amount has to be arrived if a casual labour has not worked during all the working days in a month and the casuals are paid additional increment w.e.f 01.04.2009, as per the earlier order of DPAD dated 11.06.2009. The 2nd Party / ASI is a Central Government Organisation under Ministry of Culture, casual labourers engaged in Kamalapura for conservation are paid against the approved estimates and as per schedule of rates, they are not eligible for the ex-gratia payment of Rs. 1,000/- per month announced by Government of Karnataka. The order of the Karnataka Government dated 11.06.2009 was issued on the basis of the Statement made in the legislative assembly on 20.02.2009 during the discussions on the State budget. It is open for State Government to make provision for payment of any extra amount to the daily wage employees in addition to daily wage fixed as per Government Order from time to time. The Central Government for the purpose of making payment of wages for daily wage employees has to follow similar norms, instead of Central Government itself making an exercise of fixing wages.

The Order was issued by the Central Government in that behalf to follow all the decision of the State Government extending certain monetary benefits to the daily wage employees over and above the payment of daily wages. Thus, the Central Government Department is required to pay wages as per the schedule of rates fixed by the State Government but not any extra payment. The Central Government has not taken decision to make such extra payment to daily wages employees other than the normal daily wages payable to them.

The Central Government standing counsel has given opinion that casual labourers engaged by ASI are not entitled for payment of extra amount of Rs. 1,000/- per month as per the Karnataka Government Order dated 11.06.2009. Therefore the 2nd Party discontinued the payment of additional amount of Rs. 1,000/- from November 2013 they have paid ad-hoc bonus as applicable to Central Government casual labourers. The 1st Party workmen were engaged intermittently for works of casual nature; they have not worked continuously for 240 days in any of the year.

4. Respective documents produced by the parties are marked by consent, Ex M-1 to Ex M-8 are the Management document and Ex W-1 to Ex W-6 are the 1st Party Union's documents.

5. The perimeter of the schedule to the Order of Reference is limited to sort out legality or otherwise of stoppage of Rs. 1,000/- ex-gratia or increment to the 43 workmen.

Undisputedly, the Archaeological Survey of India has the main function of exploring, excavating, conserving, protecting the monuments and sites of National and International importance. That also includes, maintenance of records, Survey, latest developments and publications, and the contact information is operated under the Ministry of Culture. During the course, of its administration and governance, it engages casual workers / daily wagers also through the Department of Personnel and Administrative Reforms. As such, the administration and finance of the 2nd Party are not governed by any Orders or Notifications of State of Karnataka, it is the Department of Finance and Expenditure, New Delhi which determines the rates of payments, ad-hoc bonus etc., payable to the casual labourers engaged by the 2nd Party. The State of Karnataka vide its Order dated 31.07.2012, declared additional increment of Rs. 1,000/- to the casual labourers who have rendered continuous service for more than 10 years as on 20.02.2009. In the usual course, the 2nd Party fixes the wages in accordance with the State Government schedule of rates fixed by the PWD and usually follows the similar norms. But there is no such prescribed procedure or law to follow all the decisions of the State Government, thereby extending certain monetary benefits other than the wages as rated. In that view of the matter, the 1st Party cannot dwell upon the circular / Ex W-1 dated 02.07.2009 granting ex-gratia of Rs. 1,000/- other than the daily wages given to its employees working in different Departments.

6. The 1st Party does not dispute the fact that, the casual workers who have worked for 240 days for each year for more than three years are getting the ad-hoc bonus as per the rates prescribed. That being the position, the 1st Party cannot demand benefits of the Order passed by the State Government under Ex W-1. Now the grievance is, the ex-gratia amount so paid to the workmen for the period 01.04.2009 to 31.10.2013 is unilaterally discontinued. Hence, it is contrary to the principles of natural justice.

7. To say that, the 1st Party deserved a notice before discontinuing the facility of additional increment / ex-gratia is patently misconceived. It is only when an Employer proposes change in the condition of service, he is required to issue notice of change to the parties affected. Schedule 4 of the Act lists the instances of service of change from item No. 1 to 11. But the issue of ex-gratia is not covered by any of these items. Of course, item No. 1 depicts "wages" including period and mode of payment. The definition clause at Sec 2(rr) does not encompass in itself ex-gratia / additional interest accorded to the workmen to the temporary period relying on the Policy of the State Government. The 1st Party cannot insist to continue the benefit which was given to them on the basis of the Order of the State Government, as such an error or mistake cannot be compelled to continue for infinite period.

8. It is shown by the 2nd Party that, they have taken the legal advice that,

"...the 2nd Party may classify the daily wages employees employed by them and find out as to whether particular category of employee is entitled for which rate fixed by the PWD of the State Government. After completing that exercise only, the Department may decide to make payment on par with the Schedule of rates specified in the State Government order dated 23.06.2009".

Perhaps, it took upto 24.03.2013 for the Officials to sort out that the workers engaged for particular work are not the daily wagers. Ex M-1 is addressed by the Superintendent Engineer of PWD and IWTD, Bellary circle to the 2nd Party. It appears thereafter the payment of ex-gratia is discontinued from 31.10.2013 onwards. Thus, the action of the Management of ASI Kamalapur / 2nd Party in discontinuing / stopping Rs. 1,000/- per month as ex-gratia / special increment to its 43 workmen is justified.

9. Sh. MD for the 1st Party would submit that the workmen were working under the Archaeological Department of Karnataka. But nowhere in the Claim Statement or from the documents produced by the 1st Party Ex W-1 to W-6, I find support to his contention. Consciously, they have approached the Labour Commissioner (Central), Bellary seeking his intervention when the 2nd Party discontinued the payment of the benefit of Rs. 1,000/- per month to the 1st Party workmen. Even during the conciliation proceedings also, the claim was "the employees / workmen working as daily wagers / irregulars etc., under Union Government are also eligible to get the additional benefit of the order passed by the State Government dated 02.07.2009".

Still, there remains a thin dispute with regard to the amount of ex-gratia so far paid to the 1st Party workmen for the period 01.04.2009 to 31.10.2013. No fault can be found with the 1st Party for excess payment of ex-gratia so paid and received. They are all casual workers who eke out their livelihood by their hard physical labour. It is the 2nd Party who applied the benefits payable to the daily wage employees working in the various departments of the State Government and subsequently found that the 1st Party workmen are not entitled for the said benefit. What is paid in between 01.04.2009 to 31.10.2013 is consumed by the workers long back and to insist for the recovery of the said amount at this point of time is too inhuman and illogical.

AWARD

The reference is partly accepted.

Though the action of the 2nd Party in discontinuing/stopping Rs. 1,000/- per month as ex-gratia / special increment to 43 1st Party workmen is legal, the amount so paid to the workmen between 01.04.2009 to 31.10.2013 shall not be recovered from them.

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 16th June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अधीक्षण पुरातत्वविद, भारतीय पुरातत्व सर्वेक्षण बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 07/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2020 को प्राप्त हुआ था।

[सं. एल-42012/03/2015-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 724.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 07/2015) of the Central Government Industrial-Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintending Archeologist Archeological Survey of India, Bangalore & Others, and their workmen which were received by the Central Government on 26.06.2020.

[No. L-42012/03/2015-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 15TH JUNE, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 07/2015

I Party

Smt. Jayamma,
W/o Eranna,
R/o 2nd Ward,
Near New Bus Stand,
Kamalapur, Hospet Taluk,
Bellary - 583221.

II Party

The Superintending Archeologist,
Archeological Survey of India,
5th Floor, Kendriya Sadan
17th Main, Koramangala
Bangalore - 560034.

Appearance

Advocate for I Party : Mr. N Dhananjaya

Advocate for II Party : Mr. Sathish B

AWARD

The Central Government vide Order No. L-42012/03/2015-IR(DU) dated 23.02.2015 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Archaeological Survey of India, Kamalapur, Hampi Sub-Circle, Karnataka in terminating the services of Smt. Jayamma, of Kamalapur, proper, legal and justified? If not, to what relief to the said workman is entitled to?”

1. The claim of the 1st Party workman is,

she worked as a Causal Labourer from 1984 to 1989 for more than 240 days in a year, but was removed from service; she raised a dispute before this Tribunal and this Tribunal adjudicated her dispute by an Award. The Award was challenged by the 2nd Party before the Hon'ble High Court and the matter was remanded. The matter was pending for more than 20 years before this tribunal, her Trade Union without consulting her colluded with the management, withdrew the case by filing a memo. It was stated in the memo that the Management has assured to reinstate her into service along with similarly placed workmen of the other cases. In the absence of the 1st Party workman, the 2nd Party colluded with Union Office Bearers, prepared a seniority list. On the basis of the list some of the workmen were reinstated to temporary post. Whoever gave Rs. 20,000/- were posted for the Temporary Status, but her name is not included in the list; recently 2nd Party has given Temporary Status to 32 Ex-casual labourers even though they were not listed and had not worked 240 days in a year. She approached the 2nd Party requesting to reinstate her to the Temporary Status post but the Management has not cared her request. The memo of withdrawing the reference case without the affidavit of the 1st Party workman is illegal. Hence, the claim for restoration of the reference and direct the Management to call for Muster Rolls of the workmen from 1984 to 1989.

2. The claim is contested and its maintainability is questioned by the 2nd Party. It is contended that she has not completed 240 days as per the eligibility criteria for conferment of temporary status as per DOPT O.M Dated 10.09.1993; the monuments of Hampi is included under World Heritage list and comes under the jurisdiction of ASI; excavation work was undertaken to expose the remains of the Historic Monument that existed during the Vijayangara Empire. Labourers were engaged on casual basis for excavation and allied work; it was a time bound project of ASI and was of seasonal nature. The casual labourers were not continuously engaged. The 1st Party workman was engaged as a casual labourer at ASI, Kamalapuram for intermittent period, for works of temporary nature and their service used to be utilised whenever required for works of causal nature, and as per availability of funds. The dispute raised by her in CR 70/1990 was closed as withdrawn since a memo was filed by the Union; the Award was passed on 21.11.2011. As per the approval of the Competent Authority, eligible casuals were granted Temporary Status as per DOPT guidelines for the list prepared by the Committee; she did not fulfil the conditions as laid down in the DOPT O.M dated 10.09.1993. The ASI is performing the statutory duty of maintaining monuments and museums, and controlling the flow of tourist by levying nominal charges of entrance fees and it is not an 'Industry'.

3. On completion of the pleadings the 2nd Party placed its evidence through the Deputy Superintending Archaeologist of the 2nd Party. The 1st Party since remained absent on the said date, the witness was discharged by treating the cross examination as Nil. Thereafter the 1st Party workman remained continuously absent and there is no rebuttal evidence.

4. Written argument is submitted for the 2nd Party.

5. On the showing of the 1st Party itself the dispute raised by her has already reached its logical end vide Award of this Tribunal dated 21.11.2011 in CR No. 70/1990, said Award has become final without challenge. There is no material to appreciate the claim that the 1st Party workman that she served the 2nd Party continuously without break, which service could have earned her the benefit of Sec 25-B of 'the Act' and in that event she could not have been removed from service without following the mandates of Sec 25-F of 'the Act'. For want of evidentiary material in support of her claim it cannot be held that she is terminated from the service. When it is contended for the 2nd Party that she is engaged as a casual labourer in a time bound project and was not

entitled for Temporary Status, it follows that there was no such termination at all. The schedule to the order of reference is misconceived.

AWARD

The Reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 15th June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 725.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अध्यक्ष, कर्नाटक कर्मिकरा हितारक्षका समीति, बेंगलूर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 08/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.06.2020 को प्राप्त हुए थे।

[सं. एल-42025/07/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 725.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2013) of the Central Government Industrial-Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The President, Karnataka Karmikara Hitarakshaka Samithi, Bangalor & Others, and their workmen which were received by the Central Government on 30.06.2020.

[No. -L42025/07/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 19TH JUNE, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

ID 08/2013

I Party

Sh. Dinesh H,
S/o Hanumanthaiah,
Chikkamaranahalli,
Mahadevapura Post,
Nelamangala Taluk,
Bangalore Rural Dist - 562123.

II Party

1. The President,
Karnataka Karmikara
Hitarakshaka Samithi,
B.E.L Colony, Jalahalli Post,
Bangalore - 560013.
2. The General Manager (P),
Bharat Electronics Limited,
Jalahalli,
Bangalore - 560013.

Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. A. Venkoba Rao &

Mr. N. S. Narashima Swamy

AWARD

1. It is a claim by an individual workman under the provision of Sec 2-A (2)&(3) of the Industrial Dispute Amendment Act, 2010 (for brevity 'the Act' hereinafter) against his immediate employer / Labour Contractor/2nd Party No.1 and the Principal Employer 2nd Party No.2.

It is the claim of the 1st Party workman that he was initially appointed on 02.11.2009 in Integrated Circuit Division by Dr. B.R Ambedkar Co-operative Society as an Electrical Maintenance Worker in Coil Winding Division of the 2nd Party No. 2 /BEL; because of his active role in the strike resorted by the workmen he was refused employment on 01.09.2011. However, matter was settled before the Assistant Labour Commissioner (Central) and he was provided employment w.e.f 07.04.2012 by the 2nd Party No. 1. He was made to work as a Office Boy for which he gave representation to change over his work; meanwhile due to health reasons he remained absent and proceeded on ESI leave from 10.05.2012, after recovery when he went to report on 21.05.2012 another person was working in his place; he was informed to get Experience Certificate to give a job in the skilled section. As per the instruction he obtained Experience Certificate on 24.05.2012 and approached the 2nd Party, but same was not accepted; he approached the conciliation Assistant Labour Commissioner (Central), Bangalore; he is refused employment for not budging to the pressure of the Management to come out of the Trade Union. Before refusing employment, no show cause notice / charge sheet is issued to him. The refusal of employment by 2nd Party No.1 and 2, amounts to Retrenchment but without following the mandatory provisions of Sec 25-F of 'the Act'.

2. The claim is contested by 2nd Party No. 1 and 2.

It is the case of the 2nd Party No. 1 that 1st Party joined the service as an Unskilled Helper on 02.11.2009 and caused disturbance to the people entering the main Gate of BEL in the month of August 2011, despite reminders he failed to mend his ways and therefore his services were dispensed from 01.09.2011. On his raising dispute at the intervention of Assistant Labour Commissioner (Central), they agreed to take him back to service and settlement dated 22.02.2012 was arrived. After taking him back in terms of the settlement in the first week of April 2012, he was posted to work at Bharat Electronics Quality Institute (BEQI), but he was not interested in the work and there were complaints from the Principal Employer / 2nd Party No.2; 2nd Party No.2 being a Defence Establishment mobile phones are not allowed, but the 1st Party workman was bringing the mobile phone to work; he was communicated to adhere to the rules / policies; he remained absent without intimation on 10th and 11th of May 2012. In this regard 2nd Party No. 2 complained that his unauthorised absence hampers the work activities. 1st Party gave his representation stating that he is not interested to work at BEQI and sought for change of work and place, vide representation dated 11.05.2012. Thereafter he remained absent without information, he has voluntarily abandoned the work.

3. 2nd Party No. 2 has countered his claim on following lines:

he was working and was paid by the Contractor, the provisions of Industrial Dispute Act will not come to his rescue; there is no Master and Servant relationship between 1st Party and 2nd Party No. 2; he will not come under the definition of Sec 2(s) of 'the Act'; he is not engaged by the 2nd Party No. 2 for it's work. They have their own Rules and Regulations for recruitments, he has not gone through the said process. No appointment letter is issued to him by the 2nd Party No. 2.

4. It is further contended for 2nd Party No. 2 that they used to engage the Contract Labour for small time work through Registered Contractor on certain terms and conditions stipulated in the Agreement of Contract. 2nd Party No. 1 is one such contractor who engaged the 1st Party workman; he is paid salary as per the arrangements made by 2nd Party No. 1. 2nd Party No. 1 was having all sorts of rights and liabilities over him and he was reporting and doing the work as per the directions and instructions of the 2nd Party No. 1. His allegation that he worked in Integrated Circuit Division on 02.11.2009 is not correct. He is not denied employment by 2nd Party No. 2 and they have not taken any action against him.

5. The 1st Party placed his evidence by way of affidavit and documents Ex W-1 to Ex W-13 are marked. He was discharged without cross examination.

Argument is submitted by learned counsel for the 1st Party and learned counsel for the 2nd Party No. 2.

6. Sh. MD for the 1st Party submits that in the absence of cross examination on the affidavit evidence of the 1st Party workman, his case as remained intact. His removal from service without notice and for no reason

is illegal and he has to be compensated monetarily by both the parties jointly and severally. The obligation of the Principal Employer under Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970 mandates surveillance of the Principal Employer for prompt payment of the wages to the Contractor's Employees. Hence, along with the Contractor the Principal Employer also becomes liable to pay Retrenchment Compensation to the workman jointly and severally with the Contractor.

7. The relevant documents produced by 1st Party are Ex W-1 his identity card issued by ESI Corporation; Ex W-2 to Ex W-5 are the Photostat copies of the Service Certificate issued by Bharat Electronics Ambedkar Co-operative Society Limited and two Wage Slips, Identity Card issued by Bharat Electronics Ambedkar Co-operative Society Limited; Ex W-7 and Ex W-8 are the Photostat copies of the request letters to replace the 1st Party workman by another person who is service oriented; Ex W-9 to Ex W-12 are the Medical Records in proof of, 1st Party availing the benefit of medical treatment in ESI Hospital and Ex W-13 is his Petition dated 07.06.2012 submitted to Labour Authorities.

8. None of the above documents would establish his evidence that he was engaged by the 2nd Party No. 2 / Management through a Labour Contractor; on his own showing he is engaged by 2nd Party No. 1 and is refused employment w.e.f. 21.05.2012 without showing any cause and without monetary compensation in lieu of his past service. 2nd Party No. 2 being a Public Sector Establishment has its own recruitment Rules and Procedure. In the absence of any credible evidence establishing that he was appointed by 2nd Party No. 2 by following Recruitment Rules applicable to the Company, the service if any rendered by him as a workman, definitely is under the 2nd Party No. 1 / who is the Contractor for the 2nd Party No. 2. His claim is not against Bharat Electronics Ambedkar Co-operative Society limited who had issued employment order.

9. Vide letter Ex W-6 addressed to the ALC (C) 1st Party has stated that he was working in Bharat Electronics through Karmika Hitha Rakshaka Samithi as Contract Labour in I.C Division..... On 01.09.2011 his Contractor Society removed him from service.... That by itself establishes that he was the employee of the Contractor Society. On his reinstatement he worked for the very same Society as indicated by Ex W-7. Definitely he is the employee / workman of the 2nd Party No. 1 and he has to work out his remedy with the 2nd Party No. 1 only. There is no document to presume that before refusing employment to him, 2nd Party No. 1 had conducted any enquiry on the allegations which are reflected by the documents Ex W-1 and Ex W-8. Thus, the refusal of employment by the 2nd Party No. 1 amounts to Retrenchment as defined by Sec 2(oo) of 'the Act'. If he had worked continuously for 240 days preceding the date of refusal of employment they should have dispensed with his service only after following the procedure contemplated by Sec 25-F of 'the Act' which is not done by them. To say that the Principal Employer under Sec 21 of the Contract Labour (Regulation and Abolition) Act, 1970, is jointly and severally liable with the Contractor to pay Retrenchment Compensation to the workman is misconceived. The vicarious liability of the Employer towards the Contractor's Employees is only to the extent of surveillance of prompt disbursal of the wages to the Contractor's Employees, and the compliance of statutory obligations under the benevolent provisions of the statute which are applicable to the concerned employees. It does not extend to overseeing of Statutory Compensation to the workman on his removal by the Contractor.

10. In view of the above the 1st Party workman deserves an Award claimed by him against his immediate Employer 2nd Party No. 1 only.

AWARD

The Petition filed by Sh. Dinesh H under sec 2-A of the Industrial Dispute Act (Amendment Act, 2010) is partly allowed.

His claim against 2nd Party No. 2 / General Manager (HR) Bharat Electronic Limited is rejected.

2nd Party No. 1, the President, Karnataka Karmikara Hitarakshaka Samithi is directed to reinstate the workman to his original post with continuity of service and with 75% of the back wages.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 19th June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अध्यक्ष, कॉफी बोर्ड, बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 13/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.06.2020 को प्राप्त हुआ था।

[सं. एल-42011/12/2013-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 726.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chairman, Coffee Board, Bangalore & Others, and their workmen which were received by the Central Government on 30.06.2020.

[No. L-42011/12/2013-IR(DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 23RD JUNE, 2020**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**CR 13/2013****I Party**

The Joint General Secretary,
The Estates Staffs' Union
of South India,
Karnataka Regional Office,
Meenakshi Nilaya,
Lakshmeesha Nagara, Main Road,
Chickmagalur - 577101.

II Party

The Chairman,
Coffee Board,
Dr. B. R. Ambedkar Veedhi,
Bangalore - 560001.

Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. M. R. C. Ravi

AWARD

The Central Government vide Order No. L-42011/12/2013-IR(DU) dated 05.03.2013 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Coffee Board in denying pay scale and other benefits of regular Group ‘D’ employees of Coffee Board to the 15 mazdoors and 1 maistry of CRSS, Balehonnur (as mentioned in the list) is legal and justified? To what relief the concerned workmen are entitled to?”

1. The 1st Party Trade Union has espoused the cause of its members who work as Mazdoors and Maistry at Central Coffee Research Institute, Balehonnur.

The claim is,

that the 2nd Party Coffee Board in pursuance of its Business objectives has set up Central Coffee Research Institute (CCRI for short) which is an integral part of Coffee Board Research Department. CCRI is engaged in Research in the field of Coffee growing and improvement of the Coffee etc. The CCRI is located in 250 acres of land at Balehonnur and has employed workers; they are granted pay scales on par with the Central Government Employees in the appropriate grades of pay; the Coffee Board broadly follows Central Government Rules and Regulations and wage scales in respect of its employees. The Coffee Board in addition to its employees has also employed Non-Staff Workers (Mechanical, Electrical, Tractor Drivers etc., Maistries, Mazdoors, Lab Assistants and Field Staff). The CCRI has appointed the 1st Party workmen and have issued appointment orders individually, they have been made permanent in their respective cadre; seniority list are maintained for each cadre separately; for all practical purpose, they are treated as workers of Coffee Board but they are not extended the benefit of Central pay scales as extended to the other employees of the Board; the Mazdoors are paid on daily wage basis, which is revised periodically in accordance with Minimum Wage Notification issued by Government of Karnataka under Minimum Wage Act. These workmen are discharging the jobs vital to the Coffee Research Programmes but are paid less wages compared to the Regular Coffee Board employees who are employed in the same category. Their pay scale is revised on implementation of Sixth Pay Commission w.e.f. 01.01.2006; once in 6 months they get Dearness Allowance and Additional Dearness Allowance, House Rent Allowance, Conveyance Allowance, Leave Travel Allowance and Medical Benefits etc. In addition, they get post-retirement benefits such as Gratuity and Pension. There is no justification for the 2nd Party to treat the 1st Party workmen under Minimum Wage Notification, having adopted Central pattern of pay scales and other benefits; the Coffee Board cannot deny same benefit to the workmen of CCRI, it is discriminatory. The 1st Party workmen are entitled to the same pay scales and other benefits that are received by Coffee Board employees.

2. The claim is contested on the following line :

The 1st Party workmen were appointed as Mazdoors under the Plantation Labour Act / Minimum Wages Act; they are not part of regular establishment of the Coffee Board and not governed by Central Civil Service Rules. The Coffee Estate / Plantation of the Coffee Board at CCRI, Balehonnur, Chikmagalur District, is a Plantation Industry and not a pure Agricultural Establishment; the Coffee farms are not doing pure commercial production of Coffee, it is only for conducting research work in the field of technology for enhancement of production and evolve packages of practices to control pest and diseases. The 1st Party workmen are Non-Staff Maistries and Mazdoors and their wages are fixed in accordance with Plantation Labour Act 1951, and Minimum Wages Act, 1948. The wages fixed by the Karnataka Government is in accordance with the Bipartite / Tripartite Settlement arrived between the representatives of Planters' Associations, Labour Unions and the Karnataka Government. The nature of work, duties and responsibilities of Group D employees of Coffee Board are entirely different from that of the Plantation Workers. In addition to the wages the workmen get following benefits :

- a) Ex-gratia at 8.33%. EL wages – 15 days for mazdoors and 20 days for non-staff / maistries and two-way travel expenses to their native place annually.
- b) Non joint Field kambliies once in a year. Woollen Rugs once in two years.
- c) Uniform to Non-Staff / Maistries once in a year.
- d) Dispensary in the campus and medical reimbursement.
- e) Sick leave wages by payment of 2/3rd wages for 14 days per annum.
- f) EPF Contribution.

3. It is further contended that, they are provided quarters, free water supply and school van facility for the children; there is difference between the 1st Party and the Group D employees of the 2nd Party in the matter of their responsibility, reliabilities, experience, confidentiality involved, functional need and requirements commensurate with the position in the hierarchy; there is also difference in the work program of their department, nature of contribution expected, extent of responsibility and accountability in discharge of diverse duties and functions, freedom / limitation available or imposed in the discharge of duties, extent of powers vested, dependence on superiors for the exercise of powers and coordination with other department etc. The 1st Party cannot be equated to the regular Group D Employees of the board and cannot claim equal pay scales.

4. The 2nd Party has adduced its evidence through its Senior Liaison Officer reiterating the counter claim averments and produced 11 documents in respect of the facilities made available to the 1st Party workmen. Though the 1st Party cross examined him at length nothing fruitful emerged for the benefit of the 1st Party.

There is no rebuttal evidence by the 1st Party.

5. The basis for the 1st Party to claim wages and benefit on par with the regular employees of the Coffee Board is that they are working in CCRI and said CCRI is established as a Wing of the Coffee Board. But this notion is not based on any Government Notification / Order. The nature of work carried out in CCRI is limited for Research only and the difference of Service Condition is well explained by the 2nd Party. They are not employed in accordance with the Service Rules of the Central Government, their Service Conditions are in accordance with the Plantation Labour Act and their payment is under Minimum Wages Act, 1948. The additional benefits they are enjoying as listed in the counter statement is over and above their statutory wages.

6. Under the circumstance there is no justification in their claim and the 2nd Party cannot be faulted for denying the pay scale and other benefits of regular Group D employees of the Coffee Board to them. The claim is without merit.

AWARD

The Reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 23rd June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स अध्यक्ष, कॉफी बोर्ड, बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 17/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.06.2020 को प्राप्त हुआ था।

[सं. एल-42011/213/2012-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 727.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2013) of the Central Government Industrial-Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chairman, Coffee Board, Bangalore & Others, and their workmen which were received by the Central Government on 30.06.2020.

[No. L-42011/213/2012-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 23RD JUNE, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 17/2013

I Party

The Joint General Secretary,
The Estates Staffs' Union
of South India,
Karnataka Regional Office,
Meenakshi Nilaya,
Lakshmeesha Nagara, Main Road,
Chickmagalur - 577101.

II Party

The Chairman,
Coffee Board,
Dr. B. R. Ambedkar Veedhi,
Bangalore - 560001.

Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. M. R. C Ravi

AWARD

The Central Government vide Order No. L-42011/213/2012-IR(DU) dated 15.04.2013 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Coffee Board, Bangalore in denying the central government pay scale and other benefits to the mazdoors (Listed in Annexure A) working at CCRI, Balehonnur, Chikmagalur is legal and justified? To what relief they are entitled?”

1. The 1st Party Trade Union has espoused the cause of its members who work as Mazdoors at Central Coffee Research Institute, Balehonnur.

The claim is,

that the 2nd Party Coffee Board in pursuance of its Business objectives has set up Central Coffee Research Institute (CCRI for short) which is an integral part of Coffee Board Research Department. CCRI is engaged in Research in the field of Coffee growing and improvement of the Coffee etc. The CCRI is located in 250 acres of land at Balehonnur and has employed workers; they are granted pay scales on par with the Central Government Employees in the appropriate grades of pay; the Coffee Board broadly follows Central Government Rules and Regulations and wage scales in respect of its employees. The Coffee Board in addition to its employees has also employed Non-Staff Workers (Mechanical, Electrical, Tractor Drivers, Maistries, Mazdoors, Lab Assistants and Field Staff). The CCRI has appointed the 1st Party workmen and have issued appointment orders individually, they have been made permanent in their respective cadre; seniority list are maintained for each cadre separately; for all practical purpose, they are treated as workers of Coffee Board but they are not extended the benefit of Central pay scales as extended to the other employees of the Board; the Mazdoors are paid on daily wage basis, which is revised periodically in accordance with Minimum Wage Notification issued by Government of Karnataka under Minimum Wage Act. These workmen are discharging the jobs vital to the Coffee Research Programmes but are paid less wages compared to the Regular Coffee Board employees who are employed in the same category. Their pay scale is revised on implementation of Sixth Pay Commission w.e.f. 01.01.2006; once in 6 months they get Dearness Allowance and Additional Dearness Allowance, House Rent Allowance, Conveyance Allowance, Leave Travel Allowance and Medical Benefits etc. In addition, they get post-retirement benefits such as Gratuity and Pension. There is no justification for the 2nd Party to treat the 1st Party workmen under Minimum Wage Notification, having adopted Central pattern of pay scales and other benefits; the Coffee Board cannot deny same benefit to the workmen of CCRI, it is discriminatory. The 1st Party workmen are entitled to the same pay scales and other benefits that are received by Coffee Board employees.

2. The claim is contested on the following line :

The 1st Party workmen were appointed as Mazdoors under the Plantation Labour Act / Minimum Wages Act; they are not part of regular establishment of the Coffee Board and not governed by Central Civil Service Rules. The Coffee Estate / Plantation of the Coffee Board at CCRI, Balehonnur, Chikmagalur District, is a Plantation Industry and not a pure Agricultural Establishment; the Coffee farms are not doing pure commercial production of Coffee, it is only for conducting research work in the field of technology for enhancement of production and evolve packages of practices to control pest and diseases. The 1st Party workmen are Non-Staff Maistries and Mazdoors and their wages are fixed in accordance with Plantation Labour Act 1951, and Minimum Wages Act, 1948. The wages fixed by the Karnataka Government is in accordance with the Bipartite / Tripartite Settlement arrived between the representatives of Planters' Associations, Labour Unions and the Karnataka Government. The nature of work, duties and responsibilities of Group D employees of Coffee Board are entirely different from that of the Plantation Workers. In addition to their wages the workmen are getting following benefits :

- a) Ex-gratia at 8.33%. EL wages – 15 days for mazdoors and 20 days for non-staff / maistries and two-way travel expenses to their native place annually.
- b) Non joint Field kambliies once in a year. Woollen Rugs once in two years.
- c) Uniform to Non-Staff / Maistries once in a year.
- d) Dispensary in the campus and medical reimbursement.

- e) Sick leave wages by payment of 2/3rd wages for 14 days per annum.
- f) EPF Contribution.

3. It is further contended that, they are provided quarters, free water supply and school van facility for the children; there is difference between the 1st Party and the Group D employees of the 2nd Party in the matter of their responsibility, reliabilities, experience, confidentiality involved, functional need and requirements commensurate with the position in the hierarchy; there is also difference in the work program of their department, nature of contribution expected, extent of responsibility and accountability in discharge of diverse duties and functions, freedom / limitation available or imposed in discharge of duties, extent of powers vested, dependence on superiors for the exercise of powers and coordination with other department etc. The 1st Party cannot be equated to the regular Group D Employees of the board and cannot claim equal pay scales.

4. The 2nd Party has adduced evidence through its Senior Liaison Officer reiterating the counter claim averments and produced 11 documents in respect of the facilities made available to the 1st Party workmen. Though the 1st Party cross examined him at length nothing fruitful emerged for the benefit of the 1st Party.

There is no rebuttal evidence by the 1st Party.

5. The basis for the 1st Party to claim wages and benefit on par with the regular employees of the Coffee Board is that they are working in CCRI and said CCRI is established as a Wing of the Coffee Board. But this notion is not based on any Government Notification / Order. The nature of work carried out in CCRI is limited for Research only and the difference of Service Condition is well explained by the 2nd Party. They are not employed in accordance with the Service Rules of the Central Government, their Service Conditions are in accordance with the Plantation Labour Act and their payment is under Minimum Wages Act, 1948. The additional benefits they are enjoying as listed in the counter statement is over and above their statutory wages.

6. Under the circumstance there is no justification in their claim and the 2nd Party cannot be faulted for denying the pay scale and other benefits of regular Group D employees of the Coffee Board to them. The claim is without merit.

AWARD

The Reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 23rd June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2020

का.आ. 728.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स निर्देशक, भारतीय पुरातत्व सर्वेक्षण, जनपथ, नई दिल्ली, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 41/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.07.2020 को प्राप्त हुआ था।

[सं. एल-42025/07/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th August, 2020

S. O. 728.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2013) of the Central Government Industrial-Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Archeological Survey of India, Janapath, New Delhi & Others, and their workmen which were received by the Central Government on 30.07.2020.

[No. L-42025/07/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE****DATED** : 10TH JULY, 2020**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**ID 41/2013****I Party**

Sh. Musalayya Naidu,
S/o Late B Achaiiah,
Residing at Hampi Power House,
7th Ward, Nethaji Nagar,
Hospet Taluk,
Bellary District - 583215.

II Party

1. The Management of Archeological Survey of India,
Represented by its Director of Museums,
Archeological Survey of India,
Janapath, New Delhi - 110011.
2. The Superintending Archeologist,
Archeological Survey of India,
Bangalore Circle, 5th Floor,
Kendriya Sadan, 'F' Wing,
17th Main Road, Koramangala,
Bangalore - 560034.

Appearance

Advocate for I Party : Mr. N. S. Narasimha Swamy

Advocate for II Party : Mr. Sathish B

AWARD

1. It is a petition filed under Sec 2-A of the Industrial Dispute Act, by the individual workman who claims that,

he was appointed by the 2nd Party as Office Assistant w.e.f 17.12.2001 and served continuously till 30.10.2012 on which date he was refused employment. He alleges that termination order in writing was not issued, he worked as Office Assistance in Archaeological Museum, Hampi for 8 hours a day on week days; he has worked continuously for more than 240 days in each of the calendar year; the refusal of employment to him amounts to retrenchment as defined under Sec 2(oo) of 'the Act', without complying with the requirements of Sec 25-F of 'the Act'. Therefore, he is entitled to be reinstated to his original post. Before terminating him from service he was not issued any charge sheet nor any enquiry was contemplated.

2. The claim is contested. The 2nd Party in their statement countered the entire claim averments. It is stated that,

1st Party Sh. Musalayya Naidu worked as a temporary labourer in 2nd Party Office as per the requirement of service and availability of funds as per the allotments for the works in the 2nd Party office; he was never appointed as Office Assistant, but was engaged as temporary casual labour as and when required against the sanctioned works of the Competent Authority; hence issuance of termination order does not arise. He has not worked as office Assistant and there was no such post in the Archaeological museum; he was paid through hand receipts; he has not worked 8 hours a day. He was not engaged between October 2006 to March 2010. For want of sufficient funds 2nd Party is not in a position to engage any casual labourer; he was orally intimated that there are no funds to make further payments to the temporary casual labour. He is discontinued due to non-availability of funds.

3. Both parties have adduced their evidence by reiterating their respective stand. The 1st Party has produced 12 documents i.e. Ex W-1 to Ex W-12. Among them Ex W-4 to Ex W-10 are relevant for his case, they are, copy of office order dated 02.06.2012 (Ex W-4) by Deputy Superintending Archaeologist according to which the Departmental Promotion Committee accorded sanction for the payment of Minimum Wages to the 1st Party workman along with 2 others at 1/30th of the Minimum of pay in Pay Band - IS of Rs. 4,440 - 7,440 + Grade Pay Rs. 1,300/- + Dearness Allowance as per VIth Pay Commission Recommendations; Ex W-6 is the Photostat copy of the Status of Casual Labourers submitted by the Assistant Superintending Archaeologist, to the Deputy Superintending Archaeologist wherein it is shown that 1st Party was appointed on 17.12.2001 and worked for 258 days between 2002-03, 316 days between 2003-04, 290 days 2004-05, 314 days between

2005-06, 141 days between 2006-07, 282 days between 2010-11 and 296 days between 2011-12; Ex W-7 to Ex W-10 are the hand receipts under which he received wages.

4. Both parties have submitted their respective argument / written argument.

5. It is a fact that 1st Party was not issued any appointment order. The documents submitted by him would demonstrate that he was a casual labour at Archaeological Museum, Hampi. Ex W-6 (status of casual labourer) though is shown as a notarized copy, I fail to understand how the Notary Public could notarize a Photostat copy without comparing the same with the original Official Document. Still giving the benefit of the said Document, it is noticed that there is a break in his service between 2007-09 he was working continuously between 2002-2007; after the break in service between 2007-2009, he has worked continually between 2010-2012, as a casual labourer. Whatever may be the nature of the service rendered by him against the sanctioned project work, facts remain that he is not appointed to any Public Office in accordance with the recruitment Rules and Procedure contemplated for any Public Post.

6. The document Ex W-6 is contradictory to his own case that he has served the 2nd Party from the year 2001 to 2012. As per Ex W-6 though he had worked continuously for more than 240 days in each of the calendar year between 2002-03 upto 2005-06, in the year 2006-07 he had worked only for 141 days which does not qualify for a continuous service of 240 days contemplated by Sec 25-B of 'the Act'. That apart he has not at all worked in the year 2007-08 and 2008-09. It is not his case that he was illegally terminated in the intermittent period. His disengagement during the intermittent period will not fetch him any benefit. However, he has worked continuously for 282 days and 296 days respectively between 2010 - 2012. Having worked continuously for 240 days in the respective calendar years, denial of work to the 1st Party could not be done otherwise than in accordance with the procedure contemplated by Sec 25-F of 'the Act'. It is admitted that he is not given one-month notice / notice pay and retrenchment compensation. His disengagement from service w.e.f 30.10.2012 amounts to illegal retrenchment for not complying with the mandatory provisions of Sec 25-F of 'the Act'. Though his retrenchment is illegal there cannot be reinstatement to the casual nature of work, hence he is only entitled for monetary benefit of retrenchment compensation.

AWARD

The petition is allowed.

The 2nd Party is directed to pay retrenchment compensation as per Sec 25-F(b) of 'the Act', to the 1st Party workman in lieu of continuous service rendered by him between 2010-11 and 2011-12.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 10th July, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 729—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 67/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-41012 / 16 / 2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 729.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41012/16/2019-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT:** P. K. SRIVASTAVA, HJS (Retd.)**I.D. No. 67/2019**

Ref. No. L-41012/16/2019-IR(B-I) dated: 12.09.2019

BETWEEN

Shri Raj Kumar Chauhan S/o Shri Dashrath Chauhan
R/o 8/465, Rajni Khand Sharda Nagar
Lucknow – 226001

AND

1. Divisional Railway Manager
Northern Railway
DRM Office, Hazratganj
Lucknow – 226001.
2. M/s. Vijendra Kumar & Sons Company
181, Shivalik Nagar, Haridwar
Uttarakhand – 249403

AWARD

1. By order No. L-41012/16/2019-IR(B-I) dated: 09.11.2019 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the present industrial dispute between for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“A. WHETHER THERE IS A RELATIONSHIP OF EMPLOYER/EMPLOYEE BETWEEN THE MANAGEMENT O M/S VIJENDRE KUMAR & COMPANY AND DRM NORTH RAILWAY, LUCKNOW AND THE WORKMAN SHRI SAGAR KUMAR WITHIN THE MEANING OF ID ACT, 1947.

B. WHETHER THE SERVICES OF THE WORKMAN WAS ATERMINATED ILLEGALLY AND WRONGFULLY ON 15.06.2018? IF SO, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. On receipt of the reference order the parties were issued registered notice, with direction to the workman to file his statement of claim complete with relevant documents, list of reliance and witnesses before Tribunal on 04.12.2019 with advance copy to the opposite party.

4. On successive dates, when the parties turned up the workman and opposite party No. 02/contractor come forward with a agreement for settlement of dispute and prayed this Tribunal to disposed of the reference in light of the settlement arrived between them. The copy of the agreement for settlement was furnished to the learned counsel for the opposite party no. 01, who did not make any objection.

5. In the agreement for settlement, it has been stated that the respondent No. 02 entered into an agreement with respondent No. 01 for cleaning of train coaches and accordingly, the workman joined the services of respondent no. 02, which were later terminated by the respondent No. 02. It has been stated in the agreement, filed before this Tribunal that the contract of respondent No. 02 with respondent No. 01 had expired and presently the workman is working with new contractor and also that no dues are left against respondent No. 02; hence no grievances are left to him and the reference order may be disposed of accordingly.

6. In view of the terms of the agreement of settlement, filed before this Tribunal, which is made part of this award, the grievances of the workman stands resolved; and no relief is required to be given to the workman concerned.

7. The reference under adjudication is answered accordingly

8. Award as above.

LUCKNOW.

26th May, 2020.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ोदा यूपी ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 44/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-12012/08/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 730.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2013) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Baroda UP Gramin Bank and their workmen, received by the Central Government on 25.08.2020.

[No. L-12012/08/2013-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW****PRESENT:** P. K. SRIVASTAVA, Presiding Officer**I.D. No. 44/2013**

Ref. No. L-12012/08/2013-IR(B-I) dated: 27.05.2013

BETWEEN :

Sh. Ganga Prasad Mishra
Village Panti (Bhoghan) Post Purnpur Khajur
Distt. Pratapgarh (UP)

AND

1. The Branch Manager
Baroda UP Gramin Bank
Branch Shamsherganj
Distt. Pratapgarh (UP)
2. The Regional Manager
Baroda UP Gramin Bank
Baroda UP Gramin Bank City Road
Pratapgarh (UP)

AWARD

1. By order No. L-12012/08/2013-IR(B-I) dated: 27.05.2013 and its subsequent corrigendum of even no. dated 08.07.2013, the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sh. Ganga Prasad Mishra, Village Panti (Bhoghan) Post Purnpur Khajur, Distt. Pratapgarh (UP) and the Branch Manager, Baroda UP Gramin Bank, Branch Shamsherganj, Distt. Pratapgarh (UP) & the Regional Manager, Baroda UP Gramin Bank, Baroda UP Gramin Bank City Road, Pratapgarh (UP) for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

"WHETHER THE ACTION OF THE MANAGEMENT OF BARODA UP GRAMIN BANK IN TERMINATING SERVICES OF SRI GANGA PRASAD IS LEGAL & JUSTIFIED? IF NOT, TO WHAT RELIEF THE CONCERNED WORKMAN IS ENTITLED FOR?"

3. The case of the workmen, Ganga Prasad Mishra, in brief, is that the workman was employed under the opposite no. 2 on the post of safaiwala w.e.f. 01.01.1982 and he worked accordingly upto 01.06.2011 at salary initially Rs. 740/- per day and later Rs. 1050/- per month, which was paid to him primarily through voucher and subsequently his salary was deposited in a saving account, opened in the bank itself. The workman has alleged that his date of birth is 01.07.1954 and accordingly, he was to superannuate on 01.07.2014, on attaining the age of 60 years; but the management has terminated his services on 01.06.2011, illegally, in contravention to the

provisions of section 25 F, without any notice or notice pay in lieu thereof. Accordingly, the workman as prayed that his termination w.e.f. 01.06.2011 be quashed and he be reinstated with consequential benefits, including continuity in service and full back wages.

4. The management of the Bank has disputed the claim of the workman through its written statement; wherein it has submitted that the workman had never been appointed by the management at any point time; moreover, he never undergone the due selection process, prescribed for recruitment/appointment in the bank services. The management of the Bank has submitted that the workman had been engaged as Part-time sweeper for work of more than three hours but less than six hours per week since March, 1997 at a consolidated payment of Rs. 175/- per month, which was subsequently raised to Rs. 740/- per month from 01.10.2001 and to Rs. 1050/- from 26.10.2007. The management has stated that the workman got severely ill and become so weak that being unable to perform cleaning work, requested the bank vide his letter dated 31.12.2010 to engage his son viz. Vinod Kumar at his place for cleaning work. The management has further stated that considering the request of the workman his son, Vinod Kumar was allowed to work; but his son, after a few months, abstained from duty and left of his own; accordingly, there was no termination of services of the workman w.e.f. 01.06.2011, and there arise no question of non-compliance of any of the provision of the Industrial Disputes Act, 1947; hence the claim of the workman is liable to be rejected, without any relief, being devoid of any merit.

5. The workman has filed its rejoinder; wherein he has reiterated the averments already made in the statement of claim.

6. The parties filed documents in support of their respective case and adduced oral evidence. The workman examined himself; whereas the management examined Sri Mahendera Kumar Mishra, Manager in support of its case. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments in support of their respective cases.

7. Heard workman and learned authorized representative of the management at length; and perused entire evidence on record.

8. The workman has submitted that he was employed on the post of safaiwala w.e.f. 01.01.1982 by the bank and worked upto 01.06.2011 and his services have been terminated on 01.06.2011, illegally, in contravention to the provisions of section 25 F, without any notice or notice pay in lieu thereof, though his date of superannuation was 01.07.2014.

9. In rebuttal, the learned counsel of the bank has argued that the workman had never been appointed by the management, in any capacity, at any point time; moreover he never participated in due process for appointment of sub-staff in the bank, therefore, there arise no question of termination of their services or compliance of any statutory provisions of the Act. The counsel has also submitted that the bank management never terminated the services of the workman; rather it was the workman himself who requested to engage his son in his place, due to ill health, and discontinued to come when his son was engaged in his place; however his son also stopped working after few months; hence there was no termination of the services of the workman by the management.

10. I have given my thoughtful consideration to the rival contentions of the parties, in support of their respective stand, and scanned the entire evidence available on record in light thereto.

11. It is admitted case of the parties that the workman had been engaged as Part-time sweeper for work by the bank at a consolidated payment of Rs. 175/- per month, which was subsequently raised to Rs. 740/- per month from 01.10.2001 and to Rs. 1050/- from 26.10.2007. However, from perusal of the evidence relied upon by the parties it is evident that the workman himself moved an application dated 31.12.2010; wherein he had stated that he is unable to work due to health issues and prayed that he may be spared and in his place his son, Vinod Kumar Mishra be engaged. The management has come up with a case that the services of the workman were not terminated; rather he himself abandoned the services and offered his son's services in his place, which was accepted by the bank management; but his son too left the job of his own after few months. The workman has not disputed his application dated 31.12.2010; which is on record. The workman has stated in his cross-examination that the letter dated 31.12.2010 was written by him under pressure; but he did not make any complaint before authorities about this. The workman has come up with a case that at the last he was being paid Rs. 1050/- per month by the bank used to get credited by the bank in his saving bank account; though there is no such entry of Rs. 1050 in the photocopy of pass book relied upon by the bank after 21.12.2010, which goes to substantiate the fact that the workman worked uptill December, 2010 and moved an application dated 21.12.2010 to engage his son in place of him.

12. In *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that the workman failed to prove that he had been in employment

with the employer for a period of 240 days uninterruptedly, he is not entitled to protection in compliance of section 25 – F of the Industrial Disputes Act, 1947. It was held by the Hon'ble Supreme Court that the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

In the instant case it was the case of the workman that his services have been terminated by the management w.e.f. 01.06.2010; but he utterly failed to substantiate this fact through cogent evidence that he worked for 240 days in preceding twelve months from the date of his alleged termination. Moreover, there is no iota of evidence to substantiate the pleading of the workman that he worked upto 01.06.2011 with the bank in any capacity and that his services has been terminated by the bank in disregard to the provisions contained in the section 25 F of the Act; rather from evidence adduced by the parties it emerges that there was actually no termination of services of the workman by the management rather the workman himself abandoned his services of his own.

13. Thus, in the present case, the initial burden of establishing the fact of continuous work for 240 days in preceding twelve months from the date of alleged termination i.e. 01.06.2011 was on the workman but he has utterly failed to prove that he had worked for 240 days, as such, he could not discharge the burden. Under the facts and circumstances, I am of the opinion that the alleged action of the management in terminating the services of the workman was neither illegal nor unjustified.

14. Accordingly, the reference is adjudicated against the workman Ganga Prasad; and in my opinion he is not entitled to any relief.

15. The reference is answered accordingly.

16. Award as above.

LUCKNOW.

03rd March, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट (संदर्भ संख्या 266/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-12012/252/2001-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 731.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 266/2001) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 25.08.2020.

[No. L-12012/252/2001-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 266/2001

Employer in relation to the management of State Bank of India, Bhagalpur

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For Employer : Sri Ravi Sagar Paswan, Law Officer

For workman : Sri G.K. Bhagat, Advocate

State : Jharkhand.

Industry: Banking

Dated : 30.06.2020

AWARD

By Order No.L-12012/252/2001(IR(B-I)) dated 26.11.2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the workman Sri Priyadarshi Ashok had worked with State Bank of India, Sikandra Branch Distt. Jamui between 1-7-1985 to 25th August 1999 as Messenger? If so, the action of the management in terminating the services of the applicant w.e.f. 25th August 1999 is justified? If not, what relief the workman is entitled?”

2. The Tribunal in this matter has passed an award on 17/08/2015 holding that the widow of the workman be given work as a casual employee, as her husband was working in the bank, with the prevalent wage structure soon after the publication of this award. The management being aggrieved by the said award filed a writ petition bearing CWJC No. 11129/2016 before the Hon'ble Patna High Court. The Hon'ble Patna High Court has been pleased to set aside the said award and remitted the case back to the Tribunal for hearing the parties afresh on the basis of materials already on record.

3. After production of the order of Hon'ble Patna High Court passed in CWJC No. 11129/2016 both the parties were heard again.

4. After receipt of reference and issuance of notice, the sponsoring union and the management filed their written statement on 12/07/2005 and 02/11/2012 respectively. The sponsoring union has filed rejoinder to the written statement of management on 20/12/2012.

5. The claim of the concerned workman as per written statement, filed by the sponsoring union on behalf of Smt. Manju Devi wife of deceased workman is as follows:-

That the concerned workman namely Priyadarshi Ashok since deceased was appointed as messenger in sub-ordinate cadre in State Bank of India Sikandara Branch, Jamui in the month of July 1985 and the said post was permanent and perennial in nature. The concerned workman had also discharged the work of clerical job w.e.f. January 1995 but he was paid @Rs. 35/- per day including Sundays and holidays as per provision of daily wages whereas he was entitled for the scale wages of the sub-ordinate cadre. The concerned workman had rendered his services to the Bank continuously from 01/07/1985 to 25/08/1999, so he had been entitled for re-instatement in service in permanent sub-ordinate cadre of the Bank with retrospective effect on completion of 280 days regular service after the date of his initial appointment in July 1985 but he was illegally and arbitrarily terminated from services in utter violation of the provision of section 25(F) r/w section 2(00) of the I.D. Act 1947. The concerned workman had rendered his service in the Bank from July 1985 to 25th August 1999 as a messenger which was a permanent in nature of job and he had served the Bank with all his honesty and efficiency to the utmost satisfaction of the controlling authority.

The management had illegally and arbitrarily withheld payment of wages of the concerned workman for the period of 1st August to 25th August 1999 although he had worked full time during this period. The concerned workman had represented before the management of the Bank for regularisation of his services

through registered post with A/D and the Branch Manager had recommended his representation for his regularisation and absorption in permanent service on account of his honest, good work as well as an asset to the Bank to Bhagalpur Zonal Office, Bhagalpur.

After that the Branch Manager of SBI, Sikandara Branch vide its letter No. Gen/35 dated 01.06.1991 had written a letter to Regional Manager, Bhagalpur for temporary absorption against the existing vacancy and the Assistant General Manager through his letter no. Gen/1220 dated 12.12.95 had called for the list of daily wage worker for permanent absorption in sub-ordinate cadre from all the Branch Managers. The Branch Manager of SBI, Sikandara Branch in pursuant to the said letter dated 12.12.95 had sent a letter to the Zonal Office, Bhagalpur vide letter No. Gen/95-96/40 dated 19.12.95 mentioning details of the concerned workman.

The Branch Manager SBI, Sikandara vide his letter no. Gen/171 dated 11.09.99 had requested the Bhagalpur Zonal Office for absorption of service of concerned workman. The Branch Manager, Sikandara again requested the Zonal Office Bhagalpur for regularisation and subsequently the Assistant Manager vide his letter no. Gen/1519 dated 14.02.1996 had called for a list of daily wage workers and subsequently the Branch had sent a list of daily wage workers to Zonal Office Bhagalpur. The Central Office Inspection and Audit reports had also admitted the service of the concerned workman showing the irregularities in payment but the Assistant General Manager had asked the Branch Manager, SBI, Sikandara to immediately terminate the services of the concerned workman and subsequently the Assistant General Manager vide letter no. 736 dated 24.09.99 terminated the services of the workman concerned on the ground of his academic qualification of matriculation. The termination of the concerned workman is a clear cut violation of mandatory provision of section 25(F) of the I.D. Act and no prior notice was given to him regarding his termination, so his termination is totally illegal, unjustified and arbitrary.

A prayer has been made to pass an Award in favour of concerned workman.

6. On the other hand the case of the management of State Bank of India, Sikandara Branch Jamui as per its written statement is as follows:-

That the present reference case is not legally maintainable both in facts as well as in the eye of law since the concerned workman Priyadarshi Ashok died on 30/12/2000. The Industrial Dispute raised by the General Secretary, State Bank of India Employees Union (Bihar State), is an individual dispute, which has not been existed between the management and the alleged person namely Priyadarshi Ashok, who was neither a workman/employee of the Bank nor eligible member of the said union ever been sponsored, so the said union have "No Locus Standi" to raise the present Industrial Dispute. The concerned workman namely Priyadarshi Ashok (deceased) was never been appointed by the State Bank of India under Rules and Regulation and due process and he was engaged on daily wages to meet the needs of situations of the Bank and preference was given to the local person of the area as an additional hand purely contractual work with consolidated wage and not at all against any sanctioned and vacant post of staff of the Bank. The Scheme of Public Employment broadly governed by the Constitutional mandate contained in these provisions and does not contemplate any employment outside the Constitutional Scheme and without following requirement laid down. The Local Body/ Concerning Authority of the Bank have been vested power to engage persons on temporary basis on daily wages as additional hand without following the required due process.

The concerned workman was firstly engaged in Bank on 01/08/1985 as daily wager due to meet the need as because of shortage of subordinate staff at the Branch to do the job of sundry works as Water Boy cum messenger and was paid Rs. 25/- per day and thereafter Rs. 35/- per day through Bank Cheque and sometimes by credit in his S.B. Account. The concerned workman was given an offer for permanent absorption in the Bank vide circular no. PER:IR:11/1991 dated 06/04/1991, L.H.O., Patna as messenger as he was working in the Bank as daily wager and the said workman submitted his application for appointment as messenger in the Bank along with photo copy of matriculation certificate in which his date of birth had been recorded as 15/06/1962 passed in second division in February, 1978 whereas in S.L.C. as obtained from Mahant Raghu High School, Tajpur, Munger, his date of birth had been found mentioned as 21/07/1964 and he was studying in class IXth. There is a provision in the circular that a matriculate candidate was not eligible for such appointment as messenger on permanent absorption in the Bank engaged as daily wager. The concerned workman again applied by giving false information by concealing his actual qualification, mentioning his qualification only IXth Pass, but in Transfer Certificate obtained from the school, his date of birth had been found mentioned as 21/07/1964, so the concerned workman had tried to defraud the Bank for his absorption. The concerned workman was engaged as daily wager on contract basis in casual nature and he worked as and when required till 1991 under the Branch Manager of Bank who was neither the Competent Authority nor Appointing Authority for appointment a cadre for permanent absorption, so the engagement on temporary basis had been withdrawn. The concerned workman had not been appointed as per rules following due process, so there is no existence of relationship as master and

servant between employer State Bank of India and the concerned workman Priyadarshi Ashok. The concerned workman has got no right to seek regularization which can only be done in accordance with the rules. The sponsoring union has concealed the vital and material fact in respect of the death of Priyadarshi Ashok, who died on 30th December 2000 and no such information has been given in their reply dated 13/03/2001 in respect of his death to the Assistant Labour Commissioner(Central), Patna, so the reference case is not legally maintainable in the Tribunal. The written statement, submitted in this case is by Manju Devi purported herself to be wife of deceased workman without being impleaded as a party or being substituted, so it is not maintainable.

A prayer has been made to pass an award in favour of management.

7. The sponsoring union/workman has filed a rejoinder to the written statement dated 02/11/2012 of the Bank Management S.B.I. Sikandra Branch in which all the averments made by the management has been denied.

8. The concerned union/workman has examined three witnesses. They are WW-1 Ashish Kumar, WW-2 Kumar Sambhav and WW-3 Manju Devi the wife of the deceased workman.

9. The WW-1 Ashish Kumar has deposed before the Tribunal that Late Priyadarshi Ashok was working in State Bank of India, Sikandra Branch from 1985 to August 1999 as messenger in subordinate cadre on regular basis and he was also discharging the duty of clerk. He has also stated that in the month of September 1999 the concerned workman was dismissed on the ground of his educational qualification and he had challenged his dismissal but in the meantime he died on 30/12/2000 leaving behind his wife Manju Devi and a son namely Priyadarshi Aman. He has further stated that the dismissal of Priyadarshi Ashok is not at all legal and logical as he had not been given any notice prior to his dismissal. He has also stated that the service of Late Priyadarshi Ashok be regularised and his back wages be paid to his wife Manju Devi.

In the cross-examination he has stated that he was not working in the Bank so he couldn't produce any documents to show that the Priyadarshi Ashok was working in the Bank from 1985 to 1999. He has also stated that the union has raised the dispute and he is a witness in this case.

10. The WW-2 Kumar Sambhav has deposed that his brother Priyadarshi Ashok was working as messenger in SBI, Sikandra Branch, Jamui from July 1985 as messenger in subordinate cadre which was permanent in nature. He has also stated that his brother died on 30/12/2000 in course of his service leaving behind his wife Manju Devi and a son Priyadarshi Aman. He has also stated that his brother was working as an Assistant/Clerk from January 1985 but management was paying him Rs. 35/- per day and was entitled for payment of scale of subordinate cadre. He has also deposed that his brother had continuously worked in the Bank since 01/07/1985 to 25/08/1999 and he had submitted several representation for regularisation of his service but was dismissed from his service in the month of August 1999 without complying the provision of section 25 (F) and 2 (OO) of the I.D. Act. He has produced death certificate dated 25/01/2001 of Priyadarshi Ashok, photo copy of temporary appointment letter dated 04/02/1997, Nine postal registration slips, letter dated 01/06/1991, letter dated 12/12/1995, letter dated 19/12/1995, letter dated 11/09/1999, letter dated 23/02/1996, letter dated 14/02/1996, letter dated 15/02/1996, letter dated 29/04/1995, letter dated 03/03/1999, letter dated 20/08/1999 and letter dated 24/09/1999. He has also stated that the service of Late Priyadarshi Ashok be reinstated and after his death all the back wages and financial benefits be given to his wife Manju Devi.

In the cross-examination he has deposed that the concerned workman was working as a daily wager on Sikandra Branch, SBI and he was getting his daily wages. He has also stated that it is not a fact that the concerned workman was not given any appointment letter. He has further stated that he was a matriculate and on that basis his employment was refused.

11. The WW-3 Manju Devi, wife of concerned workman Priyadarshi Ashok has deposed before the Court that her husband had raised industrial dispute while he was alive for his dismissal/retrenchment from service. She has also deposed that she has filed written statement after becoming party in this case. She has also deposed that her husband Late Priyadarshi Ashok was appointed as messenger in subordinate cadre in Sikandra Branch of SBI in July 1985 and he died on 30/12/2000 while in service leaving behind herself and her son Priyadarshi Aman. She has also deposed that the management of the Bank was taking service of her husband from January 1985 and used to pay Rs. 35/- per day whereas her husband was entitled for payment as per rate of subordinate cadre. She has also stated that her husband discharged the duty of Bank since 01/07/1985 to 25/08/1999 and during that period he regularly submitted representation for regularisation of his service. She has further deposed that the Bank management had dismissed /retrenched her husband in August 1999 ignoring all the provisions of law as well as section 25 (F) and section 2 (OO) of I.D. Act as no notice was served to him. She has also stated that her husband was performing the duty in permanent nature of job for 14 years and his dismissal/retrenchment was not legal and logical. She has claimed reinstatement of her husband in the subordinate cadre with all the wages and financial benefits.

In the cross-examination she has deposed that she could show documents regarding wife of Priyadarshi Ashok. She has also stated that her marriage was solemnised in June 1997. She has also stated that her husband was working as messenger w.e.f 1985 and was getting monthly payment. She has also deposed that her husband was not appointed permanently and he had worked till 1999 but after joining of new Manger he was removed. She has denied the suggestions that she was not the wife of Priyadarshi Ashok.

12. The workman has proved the following documents which are marked as:-

Exhibit W-1 – Original Death Certificate of concerned workman Priyadarshi Ashok.

Exhibit W-2 - Photo copy of certificate of temporary service on daily wage basis in Sikandra Branch of SBI.

Exhibit W-3 - Postal receipts.

Exhibit W-4 – Photocopy of Letter of Branch Manager of Sikandra, S.B.I, dated 01/06/1991 to Regional Manager, SBI Zonal office, Bhagalpur.

Exhibit W-5 – Photo copy of Letter of Assistant General Manager of State Bank of India dated 12/12/95 regarding absorption of Ex-Temporary Employees/Daily Wagers for absorption in subordinate cadre.

Exhibit W-6 - Photo copy of letter of Branch Manager Sikandra, Munger dated 19/12/95 to Assistant General Manager, Zonal Office, State Bank of India, Bhagalpur recommending the name of concerned workman Priyadarshi Ashok for absorption in subordinate cadre.

Exhibit W-7 - Photo copy of letter of Branch Manager, Sikandra Jamui dated 11/09/99 to Assistant General Manager, Zonal Office SBI, Bhagalpur.

Exhibit W-8 - Photo copy of letter of Branch Manager, Sikandra Jamui dated 23/02/96 addressed to Assistant General Manager, Zonal Office, SBI, Bhagalpur.

Exhibit W-9 – Photo Copy of Letter of Assistant General Manager, Zonal Office, Region-V, Bhagalpur dated 14/02/1996 to Branch Manager SBI, Sikandra.

Exhibit W-10 - Photo copy of letter of Assistant General Manager, Zonal Office, Region-V, SBI, Bhagalpur dated 15/02/1996 to Branch Manager SBI, Sikandra.

Exhibit W-11 - Photo copy of letter of Dy. Manager, SBI dated 29/04/1995 to the General Manager, State Bank of India Exhibit **Exhibit W-12** - Photo copy of audit record dated 29/04/1995.

Exhibit W-13 - Photo copy of letter of Branch Manager, SBI, Sikandra Jamui dated 03/03/1999 addressed to Assistant General Manager, Region-V, Zonal Office, SBI, Bhagalpur.

Exhibit W-14 - Photo copy of letter dated 20/08/1999 of Assistant General Manager, Zonal Office, Region-V, SBI, Bhagalpur to Branch Manager SBI, Sikandra.

Exhibit W-15 - Letter dated 24/09/99 of Dy. General Manager, SBI, Bhagalpur addressed to workman Priyadarshi Ashok.

13. The management has examined only one witness. He is MW-1 S.B. Prasad, Branch Manager, State Bank of India, Sikandra Branch, Jamui.

14. The MW-1 has deposed before the Tribunal that the concerned workman Priyadarshi Ashok was neither in employment nor was the bonafide member of the Union, so he has got no locus standi to raise industrial dispute. He has further stated that after death of Priyadarshi Ashok, the membership is automatically ceased, so the above reference is invalid and not maintainable. He has deposed that on the written statement filed on behalf of the workman there is no signature of Manju Devi or the representative of the union. He has also stated that the Priyadarshi Ashok was used to be engaged by the Branch Manager of Sikandra Branch of SBI on casual basis as daily wager as required on purely temporary and need basis as an additional hand and wage had paid for work done on contractual consolidated basis. He has also stated that the engagement of concerned workman was not with due process or rules and against any sanctioned vacancy relating to subordinate cadre. He has also stated that Branch Manager of State Bank of India was not competent authority to recruit any staff of the Bank and it is well settled law that appointment of any staff in subordinate cadre would be strictly followed by rules with due process against any sanctioned and vacant post inviting applications over advertisement. He has further deposed that the provisions of Section 25 (F) of I.D. Act is attracted in respect of any permanent employee of the Bank otherwise not applicable. He has further deposed that in the year 1991 the Bank floated a scheme for regularization/absorption in permanent cadre of persons, who were working as daily wager of the Bank for certain number of days and eligibility criteria for absorption was that he must be a Non-matriculate and in case

of any higher education/qualification including matriculation, the candidate would not eligible for appointment. He has further stated that the policy decision was taken to keep reservation only for Non-matriculate candidates to be considered for eligibility. He has also stated that Priyadarshi Ashok had submitted his application on 30/05/1991 with his matriculation certificate, in which he had been shown as passed matriculation in second division in February 1978, so he was not eligible to be considered for absorption. He has further deposed that the concerned workman had submitted another School Leaving Certificate of Mahanath Raghunath High School, Tajpur, Munger in which his date of birth had been shown as 21/07/1964, while he was studying in class-IX. He has further deposed that Priyadarshi Ashok had played fraud and forgery to make himself eligible to be considered for the purpose of permanent absorption in the service of the Bank, so he was not considered for absorption in regular cadre in the service of Bank. He has deposed that the Branch Manager had been given discretion to engage temporary worker if so required for urgent need on daily basis, which was also withdrawn in the year 1991. He has further deposed that the Priyadarshi Ashok was neither appointed nor had performed the duty of clerical nature. He has further deposed that the concerned workman had never worked since 01/07/1985 to 25/08/1999 as messenger, so there is no question of his termination.

In the cross-examination he has deposed that he has no knowledge about the workman and whatever he has deposed before the Tribunal, is on the basis of documents. He has further deposed that as per records he has not found the workman working in Bank from 1985 to 1988. He has also deposed that he has no knowledge regarding forged documents filed by the workman and it is not a fact that workman had been terminated illegally.

15. The management has not proved any documents in support of its case.

16. The learned lawyer of the workman Sri G.K. Bhagat has submitted that the workman Late Priyadarshi Ashok had been appointed as messenger in SBI, Sikandra Branch, Dist- Jamui and he worked as messenger in that Branch since 01/07/1985 to 25/08/1999. He has also submitted that Late Priyadarshi Ashok had worked in the Bank continuously for 14 years and he had performed his work for more than 240 days in one calendar year. He had further argued that the concerned workman had been illegally terminated violating the provision of Section 25 (F) and Section 2 (OO) of the I.D. Act. He has further argued that Late Priyadarshi Ashok died in 30/12/2000 while in service and while the case was pending, so this case is being contested by his wife Manju Devi. He had made prayer for reinstatement of concerned workman in service with full back wages and financial benefits.

17. On the other hand the learned lawyer of management has submitted before the Tribunal that the concerned workman Priyadarshi Ashok was never appointed as messenger in the Bank and he never discharged the work of clerk in the Bank. He has also argued that the concerned workman was engaged on daily basis worker and he was paid his remuneration on daily basis, so he was not an employee of the Bank. He has further argued that the concerned workman had not been terminated from his service, so Section 25 (F) of the I.D. Act is not applicable in this matter. He has further deposed that the concerned workman died in course of hearing of this reference case and his wife has not been properly substituted in this case, so this case is automatically ceased. He has made prayer that this reference may be dismissed.

18. Now, the only point of determination in this case is whether the concerned workman namely Sri Priyadarshi Ashok had worked in the State Bank of India, Sikandra Branch, Jamui since 01/07/1985 to 25/08/1999 as messenger and whether the action of the management in terminating the services of concerned workman w.e.f 25/08/1999 is justified. Further point of determination is what relief, if any, the workman is entitled for.

FINDINGS

19. At the outset of discussion it will be proper to mention here that the concerned workman died on 30/12/2000 and this case is being contested by his wife Manju Devi.

20. It is the pleading of the concerned workman, since deceased, being represented by his wife Smt. Manju Devi, that he was appointed on the post of messenger in the subordinate cadre in State Bank of India in the Sikandra Branch, Jamui in the month of July 1985 and his service was terminated on 25/08/1999. It is further case of the concerned workman that he had rendered more than 280 days of this service in the Bank and he had been illegally and arbitrarily terminated from the service without complying the statutory provision of I.D. Act.

21. On the other hand it is the case of the management that the concerned workman namely Priyadarshi Ashok was never been appointed by State Bank of India under rules and regulations and he was engaged on daily wages as water boy cum messenger to meet the needs of the situation of the Bank.

It is, further, case of the management that the concerned workman had submitted false information concealing his actual qualification and date of birth, so he had tried to defraud the Bank.

22. Now, in the light of the pleading of both the parties the Tribunal will analyse the oral and documentary evidence of both the parties available on record.

23. The WW-1, Ashish Kumar has deposed that concerned workman Late Priyadarshi Ashok was working in State Bank of India, Sikandra Branch from 1985 to 1999 as messenger and he was dismissed from service on the ground of educational qualification. In the cross-examination he has stated that he was not working in the Bank, so he couldn't produce any documents showing working of concerned workman in the Bank.

24. The WW-2, Kumar Sambhav who is the brother of concerned workman namely Priyadarshi Ashok has deposed that the concerned workman was working as messenger in SBI, Sikandra Branch, Jamui from July 1985 as messenger in subordinate cadre which was permanent in nature and he died in course of his service on 30/12/2000. He has also deposed that concerned workman had worked in Bank since 01/07/1985 to 25/08/1999 and he had submitted several representation for regularisation of his service but he was dismissed from his service in the month of August 1999 without complying the provisions of section 25(F) of the I.D. Act. In the cross-examination he has deposed that the concerned workman was working as daily wager in SBI, Sikandra Branch and he was getting his daily wages. He has also stated that the concerned workman was not given any appointment letter and as he was matriculate, so he had been refused for employment as per circular. He has also deposed that the concerned workman died in the meantime.

25. The WW-3, Manju Devi, who is wife of the concerned workman has deposed that her husband had raised Industrial Dispute while he was alive for his dismissal/retrenchment from service. She has also deposed that she has filed statement written statement of claim after becoming party in this case. She has also stated that her husband was appointed as messenger in subordinate cadre of Sikandra Branch of SBI in July 1985 and he died on 30/12/2000 while in service. She has also deposed that her husband had discharged his duty in Bank since 01/07/1985 to 25/08/1999 and during that period he regularly submitted representation for his regularisation of his service but management had dismissed/retrenched her husband in August 1999 in violation of section 25(F) of the I.D. Act. In the Cross-examination she has deposed that her husband was not appointed permanently and he had worked till 1999.

26. The MW-1 S.B. Prasad, Branch Manager, SBI has deposed that concerned workman namely Priyadarshi Ashok was neither in employment nor was the bonafide member of the union, so he has got no locus standi to raise Industrial Dispute. He has also stated that the concerned workman was engaged by the Branch Manager, Sikandra Branch of SBI on casual basis as daily wager as required purely temporary and need basis as an additional hand and wage had been paid for work done on contractual consolidated basis. He has also stated that the concerned workman was engaged not with due process or rules and against any sanctioned vacancy related to subordinate cadre. He has also stated that section 25(F) of the I.D. Act is attracted in respect of only permanent employee of the Bank and it is not applicable in this case. He has also deposed that the Bank had floated a scheme for regularisation/absorption in permanent cadre of persons, who were engaged as daily wager of the Bank and the eligibility criteria for absorption was Non-matriculate but the concerned workman was not eligible for appointment as he passed the matriculate in second division in February 1978. He has also deposed that the concerned workman had again submitted another School Leaving Certificate in which his date of birth has been shown as 21/07/1964, while he was studying in class-IX, so he had played a fraud and forgery to make himself eligible to be considered for purpose of permanent absorption in the service of Bank. He has also stated that the concerned workman had never worked since 01/07/1985 to 25/08/1999 as messenger, so there is no question of his termination. In the cross-examination he has deposed that as per records, the concerned workman had not worked in Bank from 1985 to 1988 and he has no knowledge of forged documents filed by the concerned workman.

27. Now, coming to the documentary evidence it appears that the Exhibit W-2, is the photo copy of certificate of temporary service on daily wage basis. It shows that the concerned workman had worked on messenger duty for 149 days, in a calendar year 1985, for 277 days in a calendar year 1986, for 227 days in a calendar year 1987, for 51 days in a calendar year 1988. Further, Exhibit W-4 is a photo copy of forwarding letter issued by Branch Manager to Regional Manager SBI Zonal Office, Bhagalpur for absorption, Exhibit W-5 is a letter of Assistant General Manager, SBI regarding absorption of Ex-Temporary Employees in subordinate cadre, Exhibit W-6 is a photocopy of letter of SBI, Sikandra Branch to AGM, SBI Bhagalpur recommending the name of Priyadarshi Ashok concerned workman a daily wager for absorption in subordinate cadre, Exhibit W-7 is a photo copy of letter sent to AGM, Zonal Office, SBI regarding absorption of temporary employees, Exhibit W-8 is a photo copy of letter of Branch Manager, Sikandra, SBI sent to AGM, Region-V, Zonal Office, Bhagalpur enclosing application form, educational certificate and other documents of Priyadarshi Ashok the concerned workman for absorption in subordinate cadre, Exhibit W-9 is the letter of AGM, Zonal Office, Bhagalpur to Branch Manager SBI, Sikandra for obtaining of particulars from Ex-temporary employee, Exhibit W-10 is a photo of letter of AGM, Zonal Office, Bhagalpur sent to Branch Manager, Sikandra for obtaining

certain documents including application form educational certificate and other documents of Priyadarshi Ashok the concerned workman, Exhibit W-11 and W-12 are the inspection note of Sikandra Branch, SBI in which it is mentioned that Sri Priyadarshi Ashok the concerned workman was being paid daily wages of Rs. 35/- per day and he was working as messenger, Exhibit W-13 is a letter written by Branch Manager to Assistant General Manager, Zonal Office, Bhagalpur requesting him to send a draft letter regarding removal of daily wages worker, Exhibit W-14 is a letter of Zonal Office, Bhagalpur regarding removal of the services of Priyadarshi Ashok the concerned workman as daily wager and Exhibit W-15 is a letter of Dy. General Manager, SBI addressed to concerned workman in which it is mention that since he had passed matriculation examination in the year 1978 and he was working in Bank since 1985 and such higher qualification for his appointment in the subordinate cadre of Bank was not required.

28. It is relevant to mentioned here that the management has not filed any documents before the Tribunal showing that the concerned workman namely Priyadarshi Ashok had filed any forged document in the bank for getting regularization of his service in bank, so the management has not proved that the concerned workman had played fraud and forgery with state Bank of India..

29. Now, after analyzing all the oral and documentary evidence available in the record it is quite apparent that the concerned workman namely Priyadarshi Ashok had been working in Sikandra Branch of SBI since 01.07. 1985 to 25.08.1999 as daily wager on messenger duty and and subsequently he was removed from service from 25.08.1999 (Exhibits W-14& W-15).

30. It is important to mention here that the workman has been defined u/s 2(s) of Industrial Dispute Act. The Section 2(s) of I.D. Act reads as follows:-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a person, or
- (iii) who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature

31. At this stage it is relevant to mention here that the Hon'ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

“14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of ‘workman’.

32. It is required to mention here that the concerned workman namely Priyadarshi Ashok had worked in the Bank as daily wager as messenger on payment of Rs. 35/- per day so he was employed in the Bank on hire and consequently he was a workman and there was a relationship between him and the management as employer and employee, so there is Industrial Dispute.

33. It is also relevant to mention here that the word retrenchment has been defined u/S 2(oo) of the I.D. Act, definition of continuous service has been mentioned u/s 25-B of I.D. Act and the condition precedent to retrenchment have been mentioned u/S 25 F of I.D Act.

Section 2(oo) of the I.D. Act reads as follows:-

Section 2(oo) -“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include-

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (a) Termination of the service of a workman on the ground of continued ill-health.

The Section 25-F of the Industrial Dispute Act reads as follows:-

25-F Conditions precedent to retrenchment of workmen- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) *The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for Every completed year of continuous service) or any part thereof in excess of six months; and*
- (c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)*

At this stage it is required to mention here that the word continuous service has been define under Section 25-B of the I.D. Act. The Section 25-B of I.D. Act reads as follows:-

25-B. Definition of continuous service – For the purpose of this Chapter,-

- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;
- (2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-
 - (a) for a period one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than –
 - (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
 - (ii) two hundred and forty days, in any other case;
 - (b).....

34. Now, in this case there is categorical evidence that the concerned workman namely Priyadarshi Ashok had worked in Sikandra Branch of S.B.I for 277 days in A Calendar Year of 1986 , so the concerned workman was in continuous service in the Bank as per definition mentioned u/s 25-B of I.D' Act. Moreover there is also evidence that the concerned workman was removed from his service w.e.f August 1999 (Ext.W-14&15) Further there is no evidence before the Tribunal that the concerned workman had been given one month notice in writing indicating the reasons for his retrenchment/ removal or had been paid compensation equivalent to 15 days of average pay as per provision of 25-F of the I.D. Act.

35. Hence, in view of above the discussion the Tribunal holds that the concerned workman namely Priyadarshi Ashok had been working in S.B.I, Sikandra Branch, Jamui since 01.07.1985 to 25.08.1999 as messenger on daily wages and he has been removed from service w.e.f. 25th August, 1999. Further the action of the management in terminating the service of the concerned w.e.f. 25/08/1999 is not justified. Hence the concerned workman is entitled for relief.

36. At this stage it is relevant to mention here that the Hon'ble Supreme Court in catena of decision has been pleased to observed that the completion of 240 days work doesn't under the law import the right to regularisation and it merely imposed certain obligation on the employer at the time of termination of service.

The Hon'ble Supreme Court in a case of **Hindustan Aeronautics Ltd Vs. Dan Bahadur Singh, as reported in (2007) 6 SCC 207**, especially in Paragraph No. 18 as under:-

"18. The next question which requires consideration is whether completion of 240 days in a year confers any right on an employee or workman to claim regularisation in service. In Madhyamik Shiksha Parishad vs. Anil Kumar Mishra it was held that the completion of 240 days' work does not confer the right to regularisation under the Industrial Disputes Act. It merely imposes certain obligations on the employer at the time of termination of the services. In M.P. Housing Board vs. Manoj Shrivastava (para 17) after referring to several earlier decisions it has been reiterated that it is well settled that only because a person had been working for more than 240 days, he does not derive any legal right to be regularised in service. This view has been reiterated in Gangadhar Pillai vs. Siemens Ltd. The same question has been examined in considerable detail with reference to an employee working in a government company in Indian Drugs & Pharmaceuticals Ltd. vs. Workmen and paras 34 and 35 of the report are being reproduced below: (SCC p.426)

"34. Thus, it is well settled that there is no right vested in any daily wager to seek regularisation. Regularisation can only be done in accordance with the rules and not dehors the rules. In the case of E. Ramakrishnan v. State of Kerala this Court held that there can be no regularisation dehors the rules. The same view was taken in Kishore (Dr.) v. State of Maharashtra and Union of India v. Bishamber Dutt. The direction issued by the services Tribunal for regularising the services of persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.

35. In Surinder Singh Jamwal (Dr.) v. State of J&K it was held that ad hoc appointment does not give any right for regularization as regularization is governed by the statutory rules."

The Hon'ble Jharkhand High Court has been pleased to observe in **L.P.A No. 268/2012** which is as under:-

"(xiv) Be that as it may, even assuming without admitting that this appellant has worked more than 240 days in couple of years, then also, his services cannot be regularized. 240 days' working is not a magic bond which converts illegal appointment into the legal appointment. In fact, 240 days working has nothing to do with the regularization at all. 240 days working has got reference under Section 25-B of the Industrial Disputes Act, 1947 for calculation of continuous years of service and nothing beyond that. Unnecessarily several times the Labour Court or the Industrial Courts are committing an error that if any worker has completed 240 days, their services should be regularized. In fact, there is no casual connection at all between the working of 240 days and right of regularization. Illegality in the appointment cannot be diluted by the working of 240 days. Illegality in the appointment continues, even if, the worker has worked for 240 days."

The Hon'ble Jharkhand High Court has been further pleased to hold as follows:-

"Whenever any employment is given unauthorizedly, in the respondent-UCO Bank, Hirapur, Dhanbad, such type of employment cannot be converted into a regular employment unless there are rules for regularization or scheme for regularization. In the facts of the present case, there are no rules of regularization nor there is any scheme of regularization floated by the UCO Bank. In absence of such type of law, the charity shown by the Court will be cruelty to others. If such type regularization is allowed by the Courts, it will provide encouragement to those who are adorning high-ranking administrative position to give illegal appointment and later on, to get them regularized by the orders of the Courts. A thing which cannot be done directly, can never be done indirectly. If no employment can be given without there being any advertisement and without there being any recruitment process, the Court cannot be a party to illegal regularization of such employee."

37. In view of such fact and in view of decision of Hon'ble Supreme Court and Hon'ble Jharkhand High Court it is settled that the workman is not entitled for regularization of his job for working 240 days in a calendar year in S.B.I. Sikendra Branch, Jamui.

38. It is relevant to mention here that the Hon'ble Supreme Court in a case of **BSNL Vs. Bhurumal as reported in (2014) 7 SCC 177**, the Hon'ble Supreme Court has been pleased to observe as under:-

34. *The Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization (See: State of Karnataka vs. Uma Devi (2006) 4 SCC 1). Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.*

39. The Hon'ble Supreme Court in a case of **District Development Officer Vs. Satish Kantilal Amrelia** as reported in (2018) 12 SCC 29 B has been pleased to hold as follows:-

“16) In view of forgoing discussion, we are of the considered view that it would be just, proper and reasonable to award lump sum monetary compensation to the respondent in full and final satisfaction of his claim of re-instatement and other consequential benefits by taking recourse to the powers under Section 11-A of the Act and the law laid down by this Court in Bharat Sanchar Nigam Limited case (supra)”.

40. The Hon'ble Supreme Court in another case **Deputy Executive Engineer Vs Kuberbhai Kanjhibhai** as reported in 2019 (160) FLR 651 has reiterated the same principle.

41. Now, in this case the concerned workman namely Priyadarshi Ashok had been working for about fourteen years (01.07.1985 to 25.08.1999) as messenger on daily wages in the State Bank of India, Sikandra Branch, Jamui, and he was removed from the service w.e.f. 25 August 1999 without being given any notice of retrenchment.— Further he died in course of conciliation proceeding of this case having behind his wife and a son and this case is being contested by his wife namely Manju Devi.

42. In view of the decision of Hon'ble Supreme Court as discussed above it would be proper just and reasonable to grant lump-sum monetary compensation five lakh to the wife of the concerned workman.

43. Hence, State Bank of India, Sikendra Branch, Jamui is directed to pay sum of Rs. Five lakh to Manju Devi wife of concerned workman namely Priyadarshi Ashok as an award after proper verification within one month from publication of award in official gazette.

This is the Award of the Tribunal.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 732—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 72/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-41012/21/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 732.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41012/21/2019-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW****PRESENT: P. K. SRIVASTAVA, HJS (Retd.)****I.D. No. 72/2019**

Ref. No. L-41012/21/2019-IR(B-I) dated: 12.09.2019

BETWEEN

Shri Sanjay Kumar, S/o Shri Sundar Lal
R/o 551 of A/477/07 A,
Kasimpur Pakri Aazad Nagar Road, Alambagh
Lucknow – 226005

AND

1. Divisional Railway Manager
Northern Railway
DRM Office, Hazratganj
Lucknow – 226001.
2. M/s. Vijendra Kumar & Sons Company
181, Shivalik Nagar, Haridwar
Uttarakhand – 249403

AWARD

1. By order No. L-41012/21/2019-IR(B-I) dated: 12.09.2019 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the present industrial dispute between for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“A. WHETHER THERE IS A RELATIONSHIP OF EMPLOYER/EMPLOYEE BETWEEN THE MANAGEMENT O M/S VIJENDRE KUMAR & COMPANY AND DRM NORTH RAILWAY, LUCKNOW AND THE WORKMAN SHRI SANJAY KUMAR WITHIN THE MEANING OF ID ACT, 1947.

B. WHETHER THE SERVICES OF THE WORKMAN WAS ATERMINATED ILLEGALLY AND WRONGFULLY ON 15.06.2018? IF SO, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. On receipt of the reference order the parties were issued registered notice, with direction to the workman to file his statement of claim complete with relevant documents, list of reliance and witnesses before Tribunal on 04.12.2019 with advance copy to the opposite party.

4. On successive dates, when the parties turned up the workman and opposite party no. 02/contractor come forward with a agreement for settlement of dispute and prayed this Tribunal to disposed of the reference in light of the settlement arrived between them. The copy of the agreement for settlement was furnished to the learned counsel for the opposite party no. 01, who did not make any objection.

5. In the agreement for settlement, it has been stated that the respondent no. 02 entered into an agreement with respondent no. 01 for cleaning of train coaches and accordingly, the workman joined the services of respondent no. 02, which were later terminated by the respondent no. 02. It has been stated in the agreement, filed before this Tribunal that the contract of respondent no. 02 with respondent no. 01 had expired and presently the workman is working with new contractor and also that no dues are left against respondent no. 02; hence no grievances are left to him and the reference order may be disposed of accordingly.

6. In view of the terms of the agreement of settlement, filed before this Tribunal, which is made part of this award, the grievances of the workman stands resolved; and no relief is required to be given to the workman concerned.

7. The reference under adjudication is answered accordingly

8. Award as above.

LUCKNOW

30th June, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पुरवोत्तर रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 41/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-41011/25/2008-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 733.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2008) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Purvottar Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41011/25/2008-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW****PRESENT:** P. K. SRIVASTAVA, HJS (Retd.)**I.D. No. 41/2008**

Ref. No. L-41011/25/2008-IR(B-I) dated: 10.07.2008

BETWEEN

Mandal Sangthan Mantri
Purvottar Railway Shramik Sangh
283/63 KH(B), Ghari Kanora, Premwati Nagar
PO: Manak Nagar, Lucknow - 16
(Espousing case of Sri Shaimul Hasan Khan)

AND

The Sr. D. P. O.
Purvottar Railway
DRM Karyalaya, Ashok Marg
Lucknow.

AWARD

1. By order No. L-41011/25/2008-IR(B-I) dated: 10.07.2008 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute for adjudication.

2. The reference under adjudication is:

"WHETHER THE ACTION OF THE MANAGEMENT OF PURVOTTAR RAILWAY OVER REDUCING THE WAGES FROM RS. 5750/- TO RS. 5000/- IN RESPECT OF SHRI SHAMIMUL HASAN KHAN, IS LEGAL AND JUSTIFIED? IF NOT, WHAT RELIEF HE IS ENTITLED TO?"

3. The case of the workman's union, in brief, is that the workman, Shamimul Hasan Khan had been working as Loco Pilot, Goods Grade-II, Diesel Lobby, Milani upto 21.04.2006 when he was compulsory retired from services. The workman's union has submitted that the workman had been paid basic pay Rs. 5750/- in the year 2005 which was decreased to Rs. 5000/- w.e.f. January, 2006, without any charge sheet or show cause, which is contrary to the Railway Rules, principles of natural justice as well as amounts to unfair labour practice in terms of provisions contained in Industrial Disputes Act, 1947. The workman's union has submitted that the workman submitted application before the management, which is under consideration before employers till date; and accordingly, he workman's union has prayed that the basic pay of the workman may be raised to Rs. 5750/- w.e.f. January, 2006 with consequential benefits.

4. The management of the Bank in its written statement has denied the allegations of the workman and has submitted that the workman remained unauthorizedly absent w.e.f. 18.02.2005 to 23.02.2005 and turned to the duty on 24.02.2005 and again remained unauthorizedly absent w.e.f. 26.02.2005 to 27.06.2005 for which he was found guilty and was accordingly, penalized with punishment of removal from services; but the workman made an appeal on 28.12.2005 before ADRM, NER, Lucknow; wherein he accepted his mistake and assured not to repeat the same in future; and accordingly, his punishment of removal from services was changed to reduction in his basic pay to Rs. 5000/- vide order dated 4/12-01-2006. The management has submitted that in pursuance to the order of Appellant Authority vide dated 4/12-01-2006 the workman has paid basic pay @ Rs. 5000/- w.e.f. January, 2006 for one year, therefore, the action of the railways be declared to be just, fair and legal without any benefit to the workman concerned.

5. The workman's union has filed its rejoinder reiterating the averments already made in the statement of claim.

6. The management has filed documents in support of its case; whereas the workman's union has filed none. The workman has examined himself; whereas the management has examined Shri Dilip Narhari, Office Superintendent and Shri Jagdamba Prasad Mishra, Chief Office Superintendent (Mechanical/O&F) in support of their respective case. The parties did not turn up to argue their case; moreover they did not avail opportunity to file written submission in support of their case.

7. Since the alleged action of the management for reduction of basis pay was based on the domestic inquiry, therefore, following preliminary issues were framed vide order dated 27.02.2020:

- (i) *Whether the domestic inquiry conducted by the management is fair and proper; and*
- (ii) *Whether the findings of inquiry officer are perverse?*
- (iii) *Whether the punishment imposed is proportionate to the charges or not?*

The parties have led their respective evidence on the schedule of reference as a whole, therefore, the same is taken into account for adjudicating the preliminary issues framed hereinabove.

8. As regards first issue regarding fairness of the domestic inquiry, the workman's union has taken a stand that the workman's basic pay was reduced without any charge sheet or show cause; but during cross-examination, before this Tribunal, the workman has stated that he was not on duty w.e.f. 26.02.2005 to 27.06.2005; and he could not show any evidence with regard to the fact that he made any application for leave during said period. He admitted that he was removed from service due absence for the above said period. He also admitted that he made an appeal before ADRM on 28.12.2005 against his 'removal' and the Appellate Authority set aside his removal and reinstated him after reducing his basis pay @ Rs. 5000/- for one year; and he was paid accordingly @ Rs. 5000/- w.e.f. January, 2006. The workman's union has come up with a case that the workman was never been given any charge sheet or show cause; but during his cross-examination he accepted that he filed an appeal before Appellate Authority against the punishment order, which was culmination of a charge sheet for unauthorized absence. The workman has not filed copy of his appeal to corroborate his pleadings that he made a mention of all these facts before the Appellate Authority that he was neither charge sheeted nor had been issued any show cause nor he had been given any opportunity to defend himself etc.; rather on the contrary from perusal of the appellate order dated 04/12-01-2004, paper No. 10/1, it could be well inferred that the workman instead accepted his unauthorized absence and pleaded guilty. Accordingly, it could be well drawn that the workman had not only been issued a charge sheet but also had been given full opportunity to participate in the process of inquiry as it is evidence from facts of the case that the punishment, imposed by the Disciplinary Authority, was reduced by the Appellate Authority. This goes to establish that the domestic inquiry was fairly conducted by the management and the workman had been given all reasonable opportunity to defend himself during the course of the inquiry and the workman's union has pleaded wrong facts before this Tribunal and it has not come with clean hands; hence, the issue No. 01 is decided in favour of the management.

9. As regards, issue No. 2, it is apparent on the face of record that the workman had been punished with the removal of service; but on his making appeal; wherein he pleaded that due to illness of his mother he was unable to come to the duty and assure for non-occurrence of such an incident in future, the workman was reinstated with a lesser punishment, taking a lenient view. Therefore, it could be well established that the findings of the inquiry officer were not perverse.

10. Now taking up the third issue, It is well settled that the Labour Court has ample power under section 11-A of the Industrial Disputes Act, 1947 to substitute a lesser punishment, taking into consideration the facts and circumstances of the case. Moreover, the principle of proportionality calls for interference of this Court into

the punishment imposed by the management i.e. of removal in view of law in *Joseph Solomon vs. Presiding Officer, Labour Court, U.P., Dehradun & another* 2012 (134) FLR 424.

11. In the instant case the workman was charge sheeted for misconduct of unauthorized absence; which has been duly admitted by him before the Appellate Authority; and the Appellate Authority, taking a lenient view had reduced the punishment of removal from service, imposed by the Disciplinary Authority, to reinstatement with reduction of basic pay from Rs. 5750/- to 5000/- for one year and treating period from removal to reinstatement as Dies Non. However, the workman's union has pleaded before this Tribunal that the workman had been penalized with the reduction of basic pay without any charge sheet or show caused, which has found to be false.

12. Hon'ble Apex Court in *B.C. Chayurvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is limited to the deficiency in decision-making process and not the decision."

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

"8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review."

13. Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

14. The workman who was punished with the punishment of removal from service by the Disciplinary Authority for proved misconduct of unauthorized absence, had been reinstated by the Appellate Authority, on appeal, with punishment of reduction in basic pay for one year only. Supreme Court in catena of cases has observed that overstaying on leave or unauthorized absenteeism from the workplace enables the employer to dismiss an employee as it amounts to serious misconduct.

15. Moreover, the railways being a public transport system has to work with utmost devotion to its passengers and the absence of the workman without any prior approval of the authorities might lead to lack in service to the passengers; which is not permissible at all. Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

“7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.”

16. In the instant case the charge of unauthorized absence had been found to be proved; moreover, the same has been admitted by the workman before the Appellate Authority; and Appellant Authority rationally reduced the punishment of removal to reduction of basic pay only and that too for one year. Therefore, under the facts and the circumstances and considering the laws pronounced by Hon'ble Supreme Court and Hon'ble High Courts, there is no justification in interfering with the punishment imposed upon the workman by the Appellate Authority for proved gross misconduct of 'unauthorized absence'. Accordingly, the workman is not entitled for any relief.

17. Award as above.

LUCKNOW.

08th July, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 734 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 57/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 को प्राप्त हुआ था।

[सं. एल-41011/66/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 734.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2014) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Eastern Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41011/66/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

PRESENT : P. K. SRIVASTAVA, HJS (Retd.)

I.D. No. 57/2014

Ref. No. L-41011/66/2014-IR(B-I) dated: 16.09.2014

BETWEEN

Anchal Sangthan Secretary
Rail Sevak Sangh
C/o Shri D.P. Awasthi
49, Tilak Nagar
Lucknow.
(Espousing case of Sri Radhey)

AND

1. The Sr. Divisional Personnel Officer
Northern Eastern Railway
DRM, Ashok Marg, Lucknow.
2. Chief Medical Instructor
North Eastern Railway
Gonda

AWARD

1. By order No. L-41011/66/2014-IR(B-I) dated: 16.09.2014 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Anchal Sangthan Secretary, Rail Sevak Sangh, C/o Shri D.P. Awasthi, 49, Tilak Nagar, Lucknow (espousing case of Sri Radhey) and the Sr. Divisional Personnel Officer, Northern Eastern Railway, DRM, Ashok Marg, Lucknow & Chief Medical Instructor, North Eastern Railway, Gonda for adjudication.

2. The reference under adjudication is:

“KYA PURVOTTAR RAIL PRASHASHAN, LUCKNOW VA GONDA DWARA SHRI RADHEY PUTRA SHRI MOTI LAL, GATEMAN KO DINANK 31.07.77 KO AASTHAI OHDA NA DIYA JANA, VA USKI KUL SEWA AVADHI KI GADNA NIYAMANUSAAR NA KAR USKE PUTRA KO NIYUKTI NA DIYA JANA NYAYOCHIT EVAM VAIDH HAI? YADI NAHI TO KAAMGAAR KIS RAAHAT KO PAANE KA HAQDAAR HAI?”

3. The case of the workman's union, in brief, is that the workman Radhey was engaged as casual labour gateman on 01.03.1976 and his services had been utilized by the management of the North Eastern Railway in broken spells up to 31.03.1977; however thereafter he worked continuously for 120 days up to 30.07.1977 and attained temporary status w.e.f. 31.07.1977 in accordance with the statutory Rule 2501 of the Indian Railway Establishment Manual and was allotted P.F. No. 44823630 which is allotted to an employee by the Railways only when he attains temporary status. The workman's union has submitted that the workman was medically examined and was found fit in A/2 category and subsequently, was screened and regularized in the services w.e.f. 01.03.2004.

The workman's union has submitted that the Railway Board introduced a safety related retirement scheme viz. LARGES (hereinafter referred to as the 'Scheme'), for employees working in safety category in the year 2004; wherein a provision had been made for giving appointment in class IV cadre to one of the ward of

the serving employee who were in age group of 50 to 57 year has completed 20 years of continuous service on the date of eligibility i.e. 01.07.2013, on opting his retirement.

The workman's union has submitted that in pursuance to the above noted Scheme, the workman submitted his application for appointment of his son viz. Ramesh Chandra in class IV cadre, who appeared in the selection process and was declared successful; however, subsequently, the management of the railways vide its letter dated 17.12.2013 informed the workman that since his length of service is less than 20 years as such his son could not be given appointment under Scheme. The workman's union has submitted that the workman got temporary status w.e.f. 31.07.1977 and got regularize w.e.f. 01.03.2004, thus, under existing Railway Rules the half of the length of qualifying services from the date of grant of temporary status i.e. 31.07.1977 to the regularization i.e. 01.03.2004 should be counted which comes to 13 years and 3½ months. However, from the date of regularization to the cut of date i.e. from 01.03.2004 to 01.07.2013 it comes to 9 years 4 months; and accordingly, the workman's total length of qualifying service on the cut of date comes to 22 years and 7½ months, therefore, the action of the management for not considering the date of grant of temporary status to the workman w.e.f. 31.07.1977 and resultantly, not giving appointment to the ward of the workman under the Scheme was illegal unjustified and has prayed that the date of grant of temporary status of the workman be taken w.e.f. 31.07.1977 and the ward of the workman be given appointment under the Scheme.

4. The management of the railways has filed its written statement; wherein it has disputed the claim of the workman's union with submission that the workman had worked as casual labour on different broken period; however his continuous working for 120 days was from 01.08.1996 to 30.11.1996 and accordingly was granted Time Scale in the grade of Rs. 2550-3200 w.e.f. 01.12.1996; and subsequently he was screened and posted against regular vacancy w.e.f. 03.02.2004. The management has stated that the workman moved application dated 26.07.2013 for appointment of his son, Ramesh Chandra in pursuance to the Scheme and after verification of workman's service record, his qualifying service came to 12 years 10 months and 04 days only, which was less than the required length of qualifying service of 20 years on the cut of date i.e. 01.07.2013; and accordingly, the application of the workman for appointment of his son under the Scheme was rejected. Accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit.

5. The workman's union has filed its rejoinder; wherein it has reiterated the averments already made in the statement of claim.

6. The parties filed documents in support of their respective case and adduced oral evidence. The workman's union examined workman, Radhey; whereas the management examined Sri Rahul Yadav, Assistant Personnel Officer, DRM Office, NER, Lucknow in support of its case. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments in support of their respective cases.

7. Heard learned authorized representatives of the parties at length; and perused entire evidence on record.

8. The learned authorized representative of the workman's union has submitted that the workman had been engaged as casual labour on 01.03.1976 and after working with the North Eastern Railway in broken spells up to 31.03.1977, he worked continuously for 120 days up to 30.07.1977 and attained temporary status w.e.f. 31.07.1977 in accordance with the statutory Rule 2501 of the Indian Railway Establishment Manual. The workman's union has submitted that the workman has applied for appointment of his son under LARGES scheme; which was declined on the ground that the workman's qualifying services was short of requisite qualifying service under the Scheme, which was 20 years' service. The workman's union has claimed that the workman was screened and regularized in the services w.e.f. 01.3.2004, thus, under Rules, the half of the length of qualifying services from the date of grant of temporary status i.e. 31.07.1977 to the regularization i.e. 01.03.2004 should be counted which comes to 13 years and 3½ months; however, from the date of regularization to the cut of date i.e. from 01.03.2004 to 01.07.2013 it comes to 9 years 4 months; and accordingly, the workman's total length of qualifying service on the cut of date was 22 years and 7½ months; hence he was fully eligible for consideration under the Scheme. The learned counsel for the workman has also submitted that the service record of the workman had been reconstructed, which borne several short comings, as pointed out by the Accounts Section of the management, also indicates that the length of qualifying service, calculated by the management, was erroneous. The workman has relied upon:

(i) *Hon'ble Supreme Court in L. Robert D'Souza vs Executive Engineer, Southern Railway & another 1982 SCC (L&S) 124.*

9. In rebuttal, the learned counsel of the railways has argued that the workman, whose cause is being espoused by the workman's union in the present case, the workman had worked continuously for 120 days from 01.08.1996 to 30.11.1996 and accordingly was granted Time Scale in the grade of Rs. 2550-3200 w.e.f. 01.12.1996; and subsequently he was screened and posted against regular vacancy w.e.f. 03.02.2004. The learned counsel for the management has submitted that under the Scheme length of qualifying service was 20

years and on verification of workman's service record, his qualifying service came to 12 years 10 months and 04 days only, which was less than the required length of qualifying service, on the cut off date i.e. 01.07.2013; resulting into rejection of the application of the workman for appointment of his son under the Scheme. Moreover, the learned counsel of the management has stressed that the service record of the workman was reconstructed on the basis of documents available with it particularly the attendance record of the workman; the entries made in the service record are reliable & correct; and were rightly been taken into account by the management while rejecting the claim of the workman for appointment of his son under the Scheme.

10. I have given my thoughtful consideration to the rival contentions of the parties, in support of their respective stand, and scanned the entire evidence available on record in light thereto.

11. In nutshell, the workmen union has come up with a case that the workman who was engaged by the railways as casual labour attained temporary status, on completion of 120 days' continuous working w.e.f. 31.07.1977 and got regularized, after screening, w.e.f. 01.03.2004. The workman applied for appointment of his son under the Scheme, which required 20 years' continuous service on the cut off date i.e. 01.07.2013; and his application was rejected by the management. The workman's union has asserted that the qualifying service of the workman, on the cut off date of Scheme, comes to 22 years and 7½ month had the workman be treated temporary w.e.f. 31.07.1977, when he completed 120 days continuous working with the Railways, under the Rules.

Per contra, it is clear cut case of the management that from service record, it is evident that the workman worked continuously for 120 days during 01.08.1996 to 30.11.1996; and accordingly was granted Temporary status w.e.f. 01.12.1996 under Rules; and subsequently he was screened and posted against regular vacancy w.e.f. 03.02.2004, thus, his qualifying service comes to be 12 years 10 months and 04 days only on the cut off date of the Scheme, which was less than the required length of qualifying service under the Scheme.

12. Hon'ble Apex Court in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer has observed that initial burden of proof to substantiate its pleadings through cogent evidence, lies upon the workman; and in order to discharge the burden of proof, the workman's union has pleaded that under Rules the workman attained temporary status as soon as he completed 120 days' of continuous working and in order to sustain it pleadings, it has relied upon privilege pass dated 25.02.1986 and pointed out that under Rules the privilege pass could only be issued to a temporary/regular employee. The workman's union has filed details of working of the workman and has pointed out defect and wrong entries, deliberately made by the management, in his service records, submitted by the management before this Tribunal.

As per Rule 2001 of Chapter XX of the Indian Railway Establishment Manual (Vol. II), the definition of Casual Labour reads as under:

2001. (1) Definition of Casual Labour – Casual Labour refers to labour whose employment is intermittent, sporadic or extends over short period or continued from one work to another, Labour of this kind is normally recruited from the nearest available source. They are not ordinarily liable to transfer. The conditions applicable to permanent and temporary staff do not apply to casual labour.

Casual Labour on Railway should ordinarily be employed only in the following types of cases.

- (a) *Casual Labour (Open Line). – Casual Labour are primarily engaged to supplement the regular staff in work of seasonal or sporadic nature, which arises in the day to day working of the Railway system. This includes labor required for unloading and loading of materials, special repair and maintenance of tracks and other structures, supplying drinking water to passengers during summer months, (recoupment of man-days lost on account of absenteeism) patrolling of tracks, etc. casual labour so engaged in the operation and maintenance of railway system is referred to as open line casual labour, as distinct from project Casual Labour described in para (b) infra.*
- (b) *Casual Labour (Project – Causal Labour are also engaged on Railways for execution of Railway projects, such as new lines, doubling, conversion, construction of building, track Renewals, Route Relay interlocking Railway Electrification, Setting up of new unites etc. Casual Labour so engaged are referred to as "Project Casual Labour".*

Such of those Casual Labour engaged on open line (revenue) works, who continue to do the same work for which they were engaged or other work of the same type for more than 120 days without a break will be treated as temporary (i.e. given "temporary status") on completion of 120 days continuous employment.

Casual Labour on projects who have put in 180 days of continuous employment on works of the same type are entitled for 1/30th of the minimum of the appropriate scale of pay plus Dearness allowance."

Hon'ble Apex Court in 1992 FLR (64) 1055 *Union of India & others vs Basant Lal & others* has observed that in case the workers were employed in the construction work on the open line then they would acquire a temporary status after continuous employment of 120 days; and they would be entitled to all rights and privileges which are admissible to a temporary Railway employee. Also, Hon'ble Supreme Court in 2003 (9) FLR 1094 *the Union of India & another vs Girja Shankar & others* held as under:

"8. The relevant Rules quoted by the first appellant court, which has not been disputed by the appellant shows that, as the responded remained in service for more than 120 days in accordance with the Rule 2511 of Chapter XXV of the Indian Railways Establishment Manual, he acquired the status of temporary Government servant."

However, in the instant dispute, the workman's union has come up with a case that the workman had been engaged as casual labour in open line w.e.f. 01.03.1976; and he was entitled for grant of temporary status w.e.f. 31.07.1977 on completion of 120 days of working in view of Rule quoted above. In support of his contention the workman's union has filed a list of substitutes whose working prior to year 1981 has been verified from paid vouchers, paper No. 14/2 & 14/3 with list dated 02.02.2017, paper No. W-14. The workman's union has filed the same list again vide paper no. 19/7, along with workman's evidence on affidavit, paper No. W-19. The paper No. 19/7 goes to show that the workman had been engaged on 03.01.1974 and had completed 1232 days' working prior to 1981. The workman has also filed original of privilege travelling pass, issued to him dated 25.02.1986 to corroborate his averment that he had been regularized prior to year 1986, much before 01.12.1996 as asserted by the management. The management has not cross-examined the workman over the list of substitutes and privilege pass, filed along with the evidence on affidavit.

The management has disputed the claim of the workman's union with submission that the workman had been granted temporary status w.e.f. 01.12.1996; and submitted verified photocopy of the service book in respect of the workman. In this regard, the workman has disputed the authenticity of the entries in the service records and has submitted that it has been reconstructed; and while reconstruction; the management has made fictitious and wrong entries without any basis. In order to corroborate his submission regarding wrong entries of the service book, the workman has pointed out the objections of accounts section, which are in contradiction to the entries made in the service record and pleadings of the management. From perusal of the objections, made by the accounts section at page no. 23 of the service record, it is evidence that the objections raised by the workman are not worthless. The relevant portion of the objection reads as under:

"कर्मचारी की नियुक्ति प्रथम 1.3.74 है दूसरी नियुक्ति 1.12.96 सेवा पुस्तिका में दर्ज है दि. 1.12.96 के पूर्व कि सेवा को क्या किया गया है जबकि पी. एफ. न. एलाटमेंट वर्ष 1977 में है C/109 देखें टी.एस. कर्मचारी को ही पी. एफ. न. एलाट होता है।"

The workman in his cross-examination has stated that he had been engaged as casual labour in the year 1974; and was grant temporary status in the year 1977. The endorsement, quoted above, which is made at page, 23 of the service record, filed by the management itself, goes to prove the case of the workman that he had initially been engaged/appointed on 01.03.1974 and on grant of temporary status in the year 1997; and consequent thereto was allotted Provident Fund number, which could be issued, under Rules, to an official, only after having attained temporary status. Thus, the workman's union succeeded in proving his case whereas the management utterly failed to establish its case before this Tribunal; moreover the service records of the workman, filed by the management went contrary to its stand.

13. The management has come up with a case that the workman had been granted temporary status 01.12.1996 and has submitted certified copy of the service record in support thereto. In rebuttal, apart from objections of the accounts section, regarding some of the entries made in the service record of the workman, discussed above, the workman's union has filed original of a privilege pass, with submission that the said privilege pass is dated 24.06.1986 and the privilege pass is being issued to only an employee who attains temporary status. In this regard the workman has relied upon Railway Board letter No. E.(N.G.)II/17/C.L./46 dated 18.11.88, which provides that the casual labour and substitutes on grant of temporary status becomes entitled for privileges admissible to the officials with temporary status in accordance with para 2511 of Railway Establishment Manual. It is further provided in the said letter dated 18.11.88 that such casual labour who attains temporary status is entitled for leave, privilege pass etc. admissible to the other regular temporary officials of the railways. Thus, the workman's union has vehemently argued that since the workman had been issued privilege pass dated 24.06.1986 in the year 1986; this goes to show that the workman had attained temporary status much before 01.12.1996, the date asserted by the management for grant of temporary status to the workman. In this regard the management has vehemently argued that issuance of privilege pass does not indicate that the

workman had been granted temporary status, as the same could be issued to any official/a casual labour also. However, para 2002 of the Railway Establishment Rules reads as under:

2002. Entitlements and privileges admissible to Casual Labour. – Casual Labour are not eligible for any entitlements and privileges other than those statutorily admissible under the various Acts, such as, Minimum Wage Act, Workmen's Compensation Act, etc. or those specifically sanctioned by the Railway Board from time to time.

A bare reading of above quoted para, it is crystal clear that the casual labourers are not eligible for privilege pass; moreover, the management failed to refer any Rule or direction of the Railway Board that the Casual Labours are eligible for grant of privilege pass. Hence, from the facts and documentary evidence relied upon it could be well ascertained in the light of relevant Rules that the Casual Labours are not eligible for privilege pass; whereas in the case of the workman the management issued one such privilege pass in the year 1986, which proves the case of the workman that he had been granted temporary status much before 01.12.1996, as claimed by the management; also, it proves that the management had made wrong entries in the service record of the workman.

14. Hence, in view of the discussions made hereinabove, it is established that the workman had initially been engaged/appointed on 01.03.1974 and on grant of temporary status in the year 1997 was allotted Provident Fund number; therefore, I come to the conclusion that the workman attained temporary status on 31.07.1977 and was regularized w.e.f. 01.03.2004 and the action of the management in not treating the workman an official having attained temporary status w.e.f. 31.07.1977 was illegal.

15. Now taking up the second issue involved in the schedule of reference, referred to this Tribunal i.e. regarding legality of non-grant of benefits of the Scheme to the son of the workman. Having a close scrutiny of the provisions of the Scheme, it comes out that in order to avail benefits of the Scheme the applicant workman had to have 20 years qualifying service as on the cut off date i.e. 01.07.2013. The management of the railways has denied appointment to the son of the workman being short of the qualifying service, which had been calculated by the management as 12 years 10 months and 04 days on the cut off date, treating him to have gained temporary status w.e.f. 01.12.1996; however, the action of the management, treating workman temporary w.e.f. 01.12.1996 has been held to be illegal in foregoing paragraph; and it had been held that the workman had been granted temporary status w.e.f. 31.07.1977.

Rule 2005 of Chapter XX of Railway Establishment Manual, relief upon by the parties, reads as under:

“2005. Entitlements and Privileges admissible to Casual Labour who are treated as temporary (i.e. given temporary status) after the completion of 120 days or 360 days of continuous employment (as the case may be) – (a)

Casual labour including Project casual labour shall be eligible to count only half the period of service rendered by them after attaining temporary status on completion of prescribed days of continuous employment and before regular absorption, as qualifying service for the purpose of pensionary benefits. This benefit will be admissible only after their absorption in regular employment.”

Thus, in wake of above quoted Rule, the workman who had been a casual labour and attained temporary status on 31.07.1977 and was screened and regularized w.e.f. 01.03.2004, therefore, under Rule quoted above, the length of qualifying service from the date of grant temporary status to the date of regularization, which is counted half of the said span of service, comes to 13 years and 3½ months; and further after the regularization of the workman w.e.f. 01.03.2004 to the cutoff date of the Scheme i.e. 01.07.2013, the length of qualifying service comes to 09 years and 04 months. Thus, total length of qualifying service of the workman for the purposes of the Scheme, on the cut off date i.e. on 01.07.2013, comes to 22 years and 7½ months, which is more than required length of qualifying service under the Scheme; therefore, I come to the conclusion that the action of the management in denying the appointment of son of the workman, in terms of the Scheme, is illegal and unjustified, therefore, the workman's son, Ramesh Chandra is entitled for appointment in terms of provisions of the Scheme, treating the workman, Radhey having attained temporary status w.e.f. 31.07.1977.

16. The reference under adjudication is answered accordingly.

17. Award as above.

LUCKNOW.

09th June, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व यूपी ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 27/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-12011/12/2009-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of SarvUP Gramin Bank and their workmen, received by the Central Government on 25.08.2020.

[No. L-12011/12/2009-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : P. K. SRIVASTAVA, HJS (Retd.)

I.D. No. 27/2009

Ref. No. L-12011/12/2009-IR (B-I) dated: 21.07.2009

BETWEEN

Sri Virender Sahai S/o Sh. Triveni Sahai
Khera Bujurg, Post: Arifpur Navada
Badayun

AND

1. The Chairman cum Managing Director
(Kisan Gramin Bank), now Sarv UP Gramin Bank
Jagriti Vsihar, Meerut (UP)
2. Regional Manager
(Kisan Gramin Bank), now Sarv UP Gramin Bank
Regional Office, Civil Lines, Badayun

ORDER

1. By order No. L-12011/12/2009-IR (B-I) dated: 21.07.2009 and its subsequent corrigendum dated 21.01.2002 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Virender Sahai S/o Sh. Triveni Sahai, Khera Bujurg, Post: Arifpur Navada, Badayun and the Chairman cum Managing Director, (Kisan Gramin Bank), now Sarv UP Gramin Bank, Jagriti Vsihar, Meerut (UP) & Regional Manager (Kisan Gramin Bank), now Sarv UP Gramin Bank Regional Office, Civil Lines, Badayun for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF SARV U.P. GRAMIN BANK IN TERMINATING SERVICES OF SHRI VIRENDER SAHAI, CASHIER/CLERK, BADAUN BRANCH W.E.F. 11.8.2006 BY IMPOSING THE PENALTY OF REMOVAL FROM SERVICE OF COMMITTING THE MISCONDUCT LEVELED AGAINST HIM VIDE CHARGESHEET DATED 24/9/2004, IS JUSTIFIED? IF NOT, TO WHAT RELIEF THE WORKMAN CONCERNED IS ENTITLED TO AN FROM WHICH DATE?”

3. It is admitted case of the parties that the workman, Virender Sahai was working as Cashier –cum- Clerk in the Bisauli Branch of the Bank when he was issued a major penalty charge sheet dated 24.09.2004 for alleged gross misconduct. Shri Ranvir Singh, Manager was appointed as Inquiry Officer, who submitted his enquiry report dated 24.02.2006 before the disciplinary authority with finding that the charges leveled against the workman were found proved. The Disciplinary Authority, on the basis of findings of the Inquiry Officer, issued a Show Cause Notice dated 08.05.2006 to the workman and proposed the punishment of 'Removal from service which shall not be a dis-qualification for future employment' and after granting an opportunity for personal hearing inflicted the said punishment vide his order dated 11.08.2006. The aggrieved workman preferred an appeal, which was rejected by the Appellate Authority vide order dated 14.11.2006.

4. It has been alleged by the workman's union that there was flagrant denial of natural justice to the workman in course of the enquiry, in as much as he was not provided opportunity to defend himself and the Inquiry Officer did not summon his proposed defence witness which cause prejudice to him; therefore, the domestic enquiry is liable to be vitiated and the action of the Bank in removing the workman from the service of the Bank vide order dated 11.08.2006 declared unjust, unfair and illegal and the workman be reinstated with full back wages and other consequential benefits.

5. The management of the Bank in its written statement has denied the allegations of the workman and has defended its domestic proceedings with submission that the workman had been afforded all opportunity given under rules the principles of natural justice were fully complied with; hence, there is no anomaly with it; and accordingly, has prayed that domestic enquiry proceedings conducted by it may be upheld and the action of the Bank vide order dated 11.08.2006 be declared just, fair and legal without any benefit to the workman concerned.

6. After completion of the pleadings of the parties, following preliminary issues were framed in the presence of the parties vide order dated 08.12.2010:

(i) *Whether the Domestic Enquiry is fair & proper?*

(ii) *Whether the findings of the Enquiry Officer are perverse?*

The parties were called upon to adduce their evidence on preliminary issues. The parties filed documents in support of their respective case and adduced oral evidence. The workman examined himself; whereas the management did not examine any witness in support of preliminary issues and waived the opportunity afforded to this by this Tribunal. The workman was cross-examined by the authorized representative of the management. However, both the parties forwarded oral arguments on preliminary issues.

7. After hearing the parties' authorized representatives and going through entire material available on record, following orders were passed, by my learned predecessor, on preliminary issues, vide order dated 17.11.2015:

"After having heard the detailed arguments advanced by both the parties and thorough scanning of the court record, in the light of the aforesaid pronouncements of Hon'ble Supreme Court and Hon'ble High Courts, it is inferred that the domestic enquiry has been fair and proper; conclusion drawn by the enquiry officer is not perverse. Issue no. 1 & 2 are decided in favour of the management accordingly. Fix 28.12.2015 for argument on quantum of punishment."

8. When the workman or his authorized representative did not turn up for oral submissions, the case was ordered to proceed ex-parte hearing against the workman and accordingly, ex-parte argument of the management was heard on the point of quantum of punishment under Section 11 A of the Industrial Disputes Act, 1947. Also, the parties were afforded opportunity to file their written submission, which was duly availed by the management only.

9. Heard, authorized representative of the management and perused entire material available on record.

10. It is well settled that the Labour Court has ample power under section 11-A of the Industrial Disputes Act, 1947 to substitute a lesser punishment, taking into consideration the facts and circumstances of the case. Moreover, the principle of proportionality calls for interference of this Court into the punishment imposed by the management i.e. of removal in view of law in *Joseph Solomon vs. Presiding Officer, Labour Court, U.P., Dehradun & another* 2012 (134) FLR 424.

11. The authorized representative of the management has argued that the Court cannot sit in appeal or it cannot re-appreciate the evidence relied before Inquiry Officer; in as much as it cannot alter the order or punishment. It was submitted that the scope of invoking the powers given under Section 11 A of the Act, by the

Labour Court is confined to the condition that the Court should interfere with the order of punishment when it is disproportionate with respect to the misconduct committed or it is harsh. It has further been argued that in the instant case the workman was given charge sheet for committing misconduct of 'doing acts prejudicial to the interest of the bank' i.e. misappropriation of the Bank's money; and was penalized with removal after conducting a thorough inquiry and this Tribunal vide its order dated 17.11.2015 has found that "the disciplinary enquiry was conducted in accordance with the principles of natural justice and the workman was afforded all reasonable opportunity to defend himself; and also, the findings of the Inquiry Officer do not appear to be perverse"; hence there is no scope for this Tribunal to interfere with the quantum of punishment order as the same is well proportionate order, as the workman was punished for proved gross misconduct i.e. misappropriation. It has submitted that the misappropriation of Bank's money speaks ill of the honesty and integrity of the workman concerned. This is definitely an act prejudicial to the interest of the Bank. Such employees cannot be kept on the rolls of the Bank.

The bank management has further submitted that the Bank being a financial institution dealing with the public money and the employees of the Bank are required to exhibit utmost honesty and integrity in day to day transaction/functioning. The act of dishonesty or fraud or misappropriation constitute misconduct of serious nature warranting penalty of dismissal. As the charges leveled against the workman were of serious/grave in nature, which were duly proved in the inquiry, therefore, the action of the management is justified. It has been argued by the bank that the aforesaid act of the workman has shaken the confidence of the bank in him and he is not fit to be kept in the services of the Bank, therefore deserves no interference into the quantum of punishment by this Tribunal. It has relied upon:

- (i) Syndicate Bank, Zonal Office, New Delhi vs. Sanjay Kapoor, 2007 LLR 51 (Del. HC).
- (ii) Hon'ble Supreme Court in Civil Appeal No. 6142/2013 Lucknow K. Gramin Bank (Now Allahabad, UP Gramin Bank) & Anr. vs Rajendra Singh decided on 29.07.2013.
- (iii) Hon'ble Supreme Court in P.D. Agarwal vs State Bank of India & Ors. (2006) Insc 252.

12. I have given my thoughtful consideration to the contentions of the authorized representatives of the management and perused pleadings made by the either side; along with case laws relied on.

13. In the instant case the workman was charge sheeted for misconduct of misappropriation and gross irregularities under regulation 17 and 19 of the Kisan Gamin Bank, Badaun (Officer and Employees) Service Regulations. It has been alleged in the charge sheet dated 24.09.2004, issued to the workman, that he misappropriated bank/public money, amounting to Rs. 5300/-, causing loss to the Bank; and during Disciplinary Proceedings, it has come out that the workman misappropriated the said amount. The inquiry and its findings were upheld by this Tribunal vide order dated 17.11.2015, holding that the disciplinary enquiry was conducted in accordance with the principles of natural justice and the workman was afforded all reasonable opportunity to defend himself; and also, that the findings of the Inquiry Officer was not perverse'. Hence, after decision of the preliminary issues in the favour of the management, the workman had pleaded that the punishment imposed upon him is disproportionate and this Tribunal should interfere into it within the provisions providing under Section 11 A of the Industrial Disputes Act, 1947.

14. Hon'ble Apex Court in *B.C. Chayurvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its won conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

- "11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is limited to the deficiency in decision-making process and not the decision.*
- 12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."*

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

- "8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."*

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

- "The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.*

15. Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that:

- "The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts".*

16. In the instant case the workman, was working as Clerk-cum-Cashier in the branch and while working as such misappropriated Rs. 5300/- and made false entries in the concerned registers. It has been alleged in the charge sheet dated 24.09.2004 and later proved during the domestic inquiry that the workman took Rs. 2500/- and Rs. 2800/-, from two different customers/account holders of the bank, to deposit the same in their bank accounts; but misappropriated the money and made false entries in the various registers/ledgers.

The Bank management has argued that the misappropriation of the Bank's money speaks ill of the honesty and integrity of the workman concerned. This is definitely an act prejudicial to the interest of the Bank, which leads to loss of faith in the workman. In *Air India Corporation Bombay vs. V.A. Ravellow* 1972 (25) FLR 319 (SC) it has been observed that:

- "Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed."*

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd.* AIR 2001 SC 3645 Hon'ble Apex court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

“(i) the workman is holding the position of trust and confidence; (ii) by abusing such position, he commits act which results in forfeiting the same; and (iii) to continue him in service/establishment would be embarrassing the inconvenient to the employee, or would be detrimental to the discipline or security of the establishment. Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”

In *State Bank of India and another v. Bela Bagchi and others* AIR 2005 SC 3272, repelled the contention that even if by the misconduct of the employee the employer does not suffer any financial loss, he can be removed from service in a case of loss of confidence.

17. Thus, the Bank being a financial institution dealing with the public money, the employees of the Bank are required to exhibit utmost honesty and integrity in day to day transaction/functioning. The act of dishonesty or fraud or misappropriation lowers down the reputation of Bank in public. The public lose their confidence in Bank, which affects Bank's business and finally the national economy.

18. Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

“7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.”

19. In the instant case the charge of misappropriation of the Bank's money was found to be proved and principles of natural justice were properly observed while conducting the departmental inquiry; and also the findings of the Inquiry Officer were not found to be perverse. Therefore, under the facts and the circumstances and considering the laws pronounced by Hon'ble Supreme Court and Hon'ble High Courts, there is no justification in interfering with the punishment imposed upon the workman by the Disciplinary Authority for proved gross misconduct of 'misappropriation'. Accordingly, the workman is not entitled for any relief.

20. Award as above.

LUCKNOW.
08th June, 2020.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 736—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 70/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-41012/19/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 736.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41012/19/2019-IR(B-I)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : P. K. SRIVASTAVA, HJS (Retd.)

I.D. No. 70/2019

Ref. No. L-41012/19/2019-IR(B-I) dated: 12.09.2019

BETWEEN

Shri Monu Kashyap S/o Shri Ram Babu Kashyap
R/o LDA Colony, Sharad Nagar
Lucknow – 226 012.

AND

1. Divisional Railway Manager
Northern Railway
DRM Office, Hazratganj
Lucknow – 226001.
2. M/s. Vijendra Kumar & Sons Company
181, Shivalik Nagar, Haridwar
Uttarakhand – 249403

AWARD

1. By order No. L-41012/19/2019-IR(B-I) dated: 12.09.2019 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the present industrial dispute between for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“A. WHETHER THERE IS A RELATIONSHIP OF EMPLOYER/EMPLOYEE BETWEEN THE MANAGEMENT OF M/S VIJENDRE KUMAR & COMPANY AND DRM NORTH RAILWAY, LUCKNOW AND THE WORKMAN SHRI MONU KASHYAP WITHIN THE MEANING OF ID ACT, 1947.

B. WHETHER THE SERVICES OF THE WORKMAN WAS ATERMINATED ILLEGALLY AND WRONGFULLY ON 05.08.2018? IF SO, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. On receipt of the reference order the parties were issued registered notice, with direction to the workman to file his statement of claim complete with relevant documents, list of reliance and witnesses before Tribunal on 04.12.2019 with advance copy to the opposite party.

4. On successive dates, when the parties turned up the workman and opposite party no. 02/contractor come forward with a agreement for settlement of dispute and prayed this Tribunal to disposed of the reference in light of the settlement arrived between them. The copy of the agreement for settlement was furnished to the learned counsel for the opposite party no. 01, who did not make any objection.

5. In the agreement for settlement, it has been stated that the respondent No. 02 entered into an agreement with respondent no. 01 for cleaning of train coaches and accordingly, the workman joined the services of respondent no. 02, which were later terminated by the respondent No. 02. It has been stated in the agreement, filed before this Tribunal that the contract of respondent no. 02 with respondent No. 01 had expired and

presently the workman is working with new contractor and also that no dues are left against respondent No. 02; hence no grievances are left to him and the reference order may be disposed of accordingly.

6. In view of the terms of the agreement of settlement, filed before this Tribunal, which is made part of this award, the grievances of the workman stands resolved; and no relief is required to be given to the workman concerned.

7. The reference under adjudication is answered accordingly.

8. Award as above.

LUCKNOW.

26th May, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 68/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-41012/17/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41012/17/2019-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT: P. K. SRIVASTAVA, HJS (Retd.)

I.D. No. 68/2019

Ref. No. L-41012/17/2019-IR(B-I) dated: 12.09.2019

BETWEEN

Shri Arvind Kumar, S/o Shri Sunder Lal
R/o 551, A/477/07 R, Kasimpur Pakri, Aazad Ngr. Road,
Alambagh, Lucknow – 226005

AND

1. Divisional Railway Manager
Northern Railway
DRM Office, Hazratganj
Lucknow – 226001.
2. M/s. Vijendra Kumar & Sons Company
181, Shivalik Nagar, Haridwar
Uttarakhand – 249403

AWARD

1. By order No. L-41012/17/2019-IR(B-I) dated: 12.09.2019 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the present industrial dispute between for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“A. WHETHER THERE IS A RELATIONSHIP OF EMPLOYER/EMPLOYEE BETWEEN THE MANAGEMENT O M/S VIJENDRE KUMAR & COMPANY AND DRM NORTH RAILWAY, LUCKNOW AND THE WORKMAN SHRI SUJEET KUMAR WITHIN TH MEANING OF ID ACT, 1947.

B. WHETHER THE SERVICES OF THE WORKMAN WAS ATERMINATED ILLEGALLY AND WRONGFULLY ON 15.06.2018? IF SO, WHAT RELIEF THE WORKMAN IS ENTITLED TO?"

3. On receipt of the reference order the parties were issued registered notice, with direction to the workman to file his statement of claim complete with relevant documents, list of reliance and witnesses before Tribunal on 04.12.2019 with advance copy to the opposite party.

4. On successive dates, when the parties turned up the workman and opposite party No. 02/contractor come forward with a agreement for settlement of dispute and prayed this Tribunal to disposed of the reference in light of the settlement arrived between them. The copy of the agreement for settlement was furnished to the learned counsel for the opposite party no. 01, who did not make any objection.

5. In the agreement for settlement, it has been stated that the respondent No. 02 entered into an agreement with respondent No. 01 for cleaning of train coaches and accordingly, the workman joined the services of respondent no. 02, which were later terminated by the respondent No. 02. It has been stated in the agreement, filed before this Tribunal that the contract of respondent No. 02 with respondent no. 01 had expired and presently the workman is working with new contractor and also that no dues are left against respondent No. 02; hence no grievances are left to him and the reference order may be disposed of accordingly.

6. In view of the terms of the agreement of settlement, filed before this Tribunal, which is made part of this award, the grievances of the workman stands resolved; and no relief is required to be given to the workman concerned.

7. The reference under adjudication is answered accordingly.

8. Award as above.

LUCKNOW.

26th May, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2020

का. आ. 738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 66/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.08.2020 प्राप्त हुआ था।

[सं. एल-41012/15/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 25th August, 2020

S. O. 738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 25.08.2020.

[No. L-41012/15/2019-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT: P. K. SRIVASTAVA, HJS (Retd.)

I.D. No. 66/2019

Ref. No. L-41012/15/2019-IR(B-I) dated: 09.11.2019

BETWEEN

Shri Sagar Kumar, S/o Late Shri Mekulal
R/o A/280/33/07, Mavaiya, Alambagh
Lucknow – 226004

AND

1. Divisional Railway Manager
Northern Railway
DRM Office, Hazratganj
Lucknow – 226001.
2. M/s. Vijendra Kumar & Sons Company
181, Shivalik Nagar, Haridwar
Uttarakhand – 249403

AWARD

1. By order No. L-41012/15/2019-IR(B-I) dated: 12.09.2019 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the present industrial dispute between for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“A. WHETHER THERE IS A RELATIONSHIP OF EMPLOYER/EMPLOYEE BETWEEN THE MANAGEMENT O M/S VIJENDRE KUMAR & COMPANY AND DRM NORTH RAILWAY, LUCKNOW AND THE WORKMAN SHRI SUJEET KUMAR WITHIN TH MEANING OF ID ACT, 1947.

B. WHETHER THE SERVICES OF THE WORKMAN WAS ATERMINATED ILLEGALLY AND WRONGFULLY ON 15.06.2018? IF SO, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. On receipt of the reference order the parties were issued registered notice, with direction to the workman to file his statement of claim complete with relevant documents, list of reliance and witnesses before Tribunal on 04.12.2019 with advance copy to the opposite party.

4. On successive dates, when the parties turned up the workman and opposite party No. 02/contractor come forward with a agreement for settlement of dispute and prayed this Tribunal to disposed of the reference in light of the settlement arrived between them. The copy of the agreement for settlement was furnished to the learned counsel for the opposite party No. 01, who did not make any objection.

5. In the agreement for settlement, it has been stated that the respondent No. 02 entered into an agreement with respondent No. 01 for cleaning of train coaches and accordingly, the workman joined the services of respondent No. 02, which were later terminated by the respondent No. 02. It has been stated in the agreement, filed before this Tribunal that the contract of respondent no. 02 with respondent No. 01 had expired and presently the workman is working with new contractor and also that no dues are left against respondent No. 02; hence no grievances are left to him and the reference order may be disposed of accordingly.

6. In view of the terms of the agreement of settlement, filed before this Tribunal, which is made part of this award, the grievances of the workman stands resolved; and no relief is required to be given to the workman concerned.

7. The reference under adjudication is answered accordingly.

8. Award as above.

LUCKNOW.

26th May, 2020

P. K. SRIVASTAVA, Presiding Officer